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FIRST MORTGAGE AND DEED OF TRUST

American Lime and Stone Company

TO

Bankers Trust Company,

TRUSTEE

Securing an Issue of

\$2,000,000

First Mortgage Sinking Fund Gold Bonds

This indenture, dated as of the first day of April, Anno Domini one thousand nine hundred and twenty-two, but actually executed on the date recited at the end hereof, between **American Lime and Stone Company**, a corporation organized and existing under the laws of the State of Pennsylvania, (hereinafter called Company) of the first part; and **Bankers Trust Company**, a corporation organized and existing under the laws of the State of New York, and having its principal office in the Borough of Manhattan, City of New York and State of New York, (hereinafter called Trustee) of the second part.

Whereas, Company is a corporation organized and doing business under the General Corporation Act of 1874 of the State of Pennsylvania and its various supplements and authorized to engage in the business of quarrying and mining stone, manufacturing the same into marketable products and marketing the same, having its principal office in the Borough of Tyrone, in the County of Blair and State of Pennsylvania, and as such has power to borrow money for the purposes of its business and to issue bonds or other obligations evidencing such loans, and to secure the same by a mortgage on its real and personal property; and

Whereas, it is necessary for the purposes of the business of Company to borrow money and to issue therefor its bonds secured by mortgage on its said property; and

Whereas, at a special meeting of the Board of Directors of Company duly called and held on the 1st day of June A. D. 1922, at which a majority of the entire Board was present, it was unanimously resolved that the mortgage indebtedness of the Company be increased from Five Hundred Thousand Dollars (\$500,000) to Two Million Dollars (\$2,000,000) and that a special meeting of the stockholders be called to convene at the general office of the Company on the 1st day of June 1922 at two o'clock P. M. to take action for approval or disapproval on said proposed increase of its mortgage debt; and

Whereas, at said meeting of stockholders so called and held all notice by publication required to be given by the Constitution and laws of the said State of Pennsylvania for an election upon the proposed increase of said mortgage indebtedness having been duly waived by the unanimous consent of the stockholders, the stockholders by ballot duly taken approved by a majority vote of its capital stock outstanding the said increase of indebtedness and the issuance of bonds therefor, secured by a mortgage on its real and

personal property, in form to be approved by the Board of Directors of Company; and

Whereas, subsequently, at a meeting of the Board of Directors of Company duly called and held on the 1st day of June A. D. 1922, it was resolved by a majority of the entire board that said mortgage should be in the form of this Indenture and that said bonds, together with the certificate of authentication by the Trustee thereon and the coupons attached thereto, should be in substantially the following forms respectively:

(Form of Bond)

UNITED STATES OF AMERICA

No..... \$.....

AMERICAN LIME AND STONE COMPANY

Series.....

FIRST MORTGAGE SINKING FUND GOLD BOND

American Lime and Stone Company (hereinafter called Company), a Pennsylvania corporation, is indebted and promises to pay to the bearer hereof, or to the registered owner hereof in case of registration, on the surrender hereof, on the first day of April, 1942, unless this bond shall have been previously redeemed in accordance with the provisions hereof, at the principal office in the Borough of Manhattan, City of New York, State of New York, of Bankers Trust Company, Trustee of the Indenture by which this bond is secured, dollars (\$) in gold coin of the United States of America of or equal to the standard of weight and fineness as it existed on April 1, 1922, and to pay interest thereon from 19, until such principal sum shall be paid, in like gold coin, at the rate of per cent. per annum, payable at said office, semi-annually, on the first day of April and October in each year. Until maturity of this bond such interest shall be paid only upon presentation and surrender, as they severally mature, of the coupons therefor hereto annexed.

The Company undertakes, as provided in said Indenture of Mortgage, to pay any normal Federal Income Tax or taxes not exceeding two (2) per centum per annum which may be levied upon the interest payable on this bond under

any present or future law of the United States of America, and also to reimburse to the holder, or if registered, to the registered owner hereof, any and all taxes (other than succession or inheritance taxes) which may be imposed upon this bond or upon such holder or registered owner by reason of his ownership hereof, under any present or future law of the State of Pennsylvania, or of any county, municipality, or taxing authority in said State, but not in excess of four mills per annum on each dollar of the face amount of this bond. Both principal and interest of this bond are payable without deduction for said taxes.

This bond is one of a duly authorized issue of coupon bonds of the Company known as its First Mortgage Sinking Fund Gold Bonds, limited to the aggregate principal amount of Two Million Dollars (\$2,000,000) issued and to be issued under and in pursuance of, and all equally secured by, an Indenture of Mortgage and Deed of Trust dated as of April 1, 1922, between American Lime and Stone Company, of the first part, and Bankers Trust Company, of the City of New York, as Trustee, of the second part, to which Indenture reference is hereby made for a statement of the property mortgaged, of the nature and extent of the security and of the terms and conditions upon which this bond is issued, to all the terms and provisions of which Indenture the holder or registered owner hereof consents by the acceptance hereof.

All of said bonds are of like tenor, date and effect except as the principal amount thereof and the rate of interest payable thereon not exceeding seven per centum per annum may vary as may be determined by the Board of Directors of the Company prior to their issue.

The Board of Directors of the Company has determined that this Bond shall be of Series and shall bear interest at the rate of per centum (%) per annum.

This bond is subject to redemption or purchase for the sinking fund on any interest date upon notice as prescribed in said Indenture of Mortgage on or before April 1, 1927, at a premium equal to seven and one-half ($7\frac{1}{2}$) per centum of the principal amount thereof, plus accrued interest; and thereafter at a premium of one-half ($\frac{1}{2}$) of (1) per cent.

less than said premium of seven and one-half (7½) per cent. for each succeeding twelve months after April 1, 1927, plus accrued interest to date of redemption.

In the event of certain defaults specified in said Indenture, the principal of the bonds issued thereunder may become or be declared due and payable in the manner and with the effect provided in said Indenture.

This bond shall pass by delivery, unless it shall be registered in the name of the owner at the principal office in the Borough of Manhattan, City of New York, of the Trustee under said Indenture, such registration being noted hereon by or on behalf of such Trustee, acting as Registrar. After such registration, no transfer shall be valid unless made at said office by the registered owner hereof in person or by his duly authorized attorney and similarly noted hereon, but the same may be discharged from registration by being in like manner transferred to bearer, and thereupon transferability by delivery shall be restored; but this bond may again from time to time be registered or transferred to bearer as before. No such registration shall affect the negotiability of the coupons, which shall continue to be transferable by delivery merely.

As provided in said Indenture no recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof or of said Indenture, against any incorporator, stockholder, officer or director of the Company or of any successor corporation, whether by virtue of any law or by the enforcement of any assessment or otherwise.

This bond shall not be valid or become obligatory for any purpose until it shall have been authenticated by the certificate hereon endorsed of the Trustee under said Indenture.

In witness whereof American Lime and Stone Company has caused these presents to be signed in its name by its President or Vice-President, and its corporate seal to be hereunto affixed and to be attested by its Secretary or Assistant Secretary, and coupons for interest, each bearing

the fac-simile signature of its Treasurer, to be hereto attached; all as of the day of A. D. 19 .
AMERICAN LIME AND STONE COMPANY,

By
President

Attest
Secretary

(Form of Interest Coupon)

No. \$.....

On the first day of 19 , unless the bond hereinafter mentioned shall have been called for previous redemption, American Lime and Stone Company will pay to the bearer at the principal office of the Bankers Trust Company, in the Borough of Manhattan, City of New York, dollars (\$) United States Gold Coin, without deduction for normal Federal Income Tax not exceeding two per cent. or Pennsylvania State Tax not exceeding four mills, being six months' interest then due on its First Mortgage Sinking Fund Gold Bond, No. , Series .

.....
Treasurer

(Form of Trustee's Certificate)

This bond is one of the bonds described in the within mentioned Indenture of Mortgage and Deed of Trust.

BANKERS TRUST COMPANY, Trustee,

By.....
Assistant Secretary

(Form of Registry)

(No writing on this bond except by the Registrar.)

Date	In Whose Name Registered	Registrar

and

Whereas, all acts and things prescribed by law, and by the Charter and By-Laws of Company, have been done and complied with, and Company has executed this Indenture in the exercise of the legal rights and powers in it vested, and all things necessary to make said bonds, when authenticated by the Trustee and issued under this Indenture, the valid and binding obligations of Company, and to make this Indenture a valid and binding First Mortgage and Deed of Trust for the security of said bonds in accordance with its terms, have been done and performed.

Now, therefore, this Indenture witnesseth that, in order to secure the payment of the principal and interest of all said bonds at any time issued and outstanding under this Indenture, according to the tenor, purport and effect thereof, and to secure the performance and observance of all the covenants and conditions therein and herein contained, and to declare the terms and conditions upon which the said bonds are and are to be authenticated and delivered, and for and in consideration of the premises and of the acceptance or purchase of the said bonds by the holders thereof, and of the sum of Ten Dollars (\$10) lawful money of the United States of America, to Company paid by Trustee, at and before the ensealing and delivery of this Indenture, the receipt whereof is hereby acknowledged, Company hath granted, bargained, sold, aliened, enfeoffed, remised, released, conveyed, assigned, transferred, set over and confirmed and mortgaged, and by these presents doth grant, bargain, sell, alien, enfeoff, remise, release, convey, assign, transfer, set over and confirm and mort-

gage unto Trustee, its successors in the trust, and its and their assigns, all and singular the following described properties of the Company, that is to say:

All those certain lots, pieces and tracts of land situate in the Counties of Centre, Huntingdon and Blair, and State of Pennsylvania, described as follows:

A. Of the lands situate in Centre County.

1. **All that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: On the north by lands of A. S. and F. M. Valentine, on the west (east) by lands formerly of Robert Valentine, now the American Lime and Stone Company, on the south by lands formerly of B. F. Shaffer, now the American Lime and Stone Company, and on the west by the proposed extension of Penn Street, being 53 feet in front on the said Penn Street, and extending eastwardly 200 feet to the lands formerly of Robert Valentine, and being the same land that Regina Michaels, nee Rhoads, widow of William Michaels et al. by their deed of conveyance bearing date February 22, 1909, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 101 page 466.

2. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: On the north by lot of Amelia P. Rhoads, on the east by land of Robert Valentine, on the south by lot late of S. M. Buck now Samuel Roberts, and on the west by a proposed extension of Penn Street, said lot being 25 feet in width and extending back in depth from Penn Street to land late of Robert Valentine 200 feet, and being the same land that S. A. Keefer by his deed of conveyance bearing date August 14, 1907, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 100 page 296.

3. **Also all that certain** lot or tract of land situate in Spring Township Centre County, Pennsylvania, immediately adjoining Bellefonte Borough on the northwest corner of the intersection of an extension of Spring Street of said Borough and laid out Street known as Fifth Avenue, thence north 11 degrees 30 minutes west 165 feet to

a post corner of lot of Ella H. Kephart, thence north 88 degrees 30 minutes west 110 feet to a 16 foot alley, thence south 11 degrees 30 minutes east 189 feet or thereabouts to fifth Avenue, thence north 67 degrees 45 minutes east 112 feet or thereabouts to a post the place of beginning, having thereon erected eight brick tenement houses, and being the same land which A. G. Morris and Mary E. his wife by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85 page 522.

4. Also all that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, on the west side of an extension of a street known as Spring Street in Bellefonte Borough: **Beginning** at a point on said street 163 feet north of the west corner of the intersection of said Spring Street and fifth Avenue, thence along the line of said street north 11 degrees 30 minutes west 85 feet to a 30 foot street hereafter to be laid out, thence along said street south 88 degrees 30 minutes west 110 feet to a 16 foot alley, thence south 11 degrees 30 minutes east 85 feet to a post, thence north 88 degrees 30 minutes east 110 feet to Spring Street the point of beginning and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85 page 522.

5. Also all that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a point on the north side of Fifth Avenue at the northwest corner of a 16 foot alley, thence along the western line of said alley 125 feet to an alley thence westwardly along said alley 40 feet, thence southward parallel with the first mentioned alley to Fifth Avenue, thence eastward along said avenue 40 feet to the place of beginning, the same being a lot 40 feet front on Fifth Avenue and extending back therefrom 125 feet to an alley, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

6. **Also all that certain** tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post on southeast corner of lot of Robert Valentine (being No. 28), thence along said lot north 11 degrees 39 minutes west 416 feet to a post, thence by land of Philip Collins north 67 degrees 45 minutes east 445 feet to a post, thence by land of A. G. Morris south 19 degrees 419 feet to a post, thence by land of A. G. Morris south 67 degrees 45 minutes west 484 feet to the place of beginning, being designated and known as lots Nos. 29 and 30 in the general plan of Shugert and Harris' Second Addition to the Borough of Bellefonte, containing 4 acres and 84 perches, and being the same land which A. G. Morris and Mary Ellen, his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

7. **Also that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post the southeast corner of lot No. 21 owned by said A. G. Morris, thence along said lot north 11 degrees 30 minutes west 416 feet to the land of Thomas Collins, thence by said lands of Thomas Collins north 67 degrees 49 minutes east 246 feet to the proposed extension of Spring Street, thence along said proposed extension of Spring Street south 11 degrees 30 minutes 416 feet to land of Gephart and Spangler, thence along land of Gephart and Spangler south 67 degrees 45 minutes west 246 feet to the place of beginning, containing 2 acres and 100 perches, and being (known and designated as lot No. 22 in the general plan of the Second Addition of Shugert and Harris to the Borough of Bellefonte, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

8. **Also all those certain** two lots or tracts of land being No's. 17 and 20 respectively in the plan of Harris and Shugert's addition to Bellefonte, situate on Fifth Avenue in the Township of Spring, County of Centre and State of Pennsylvania, bounded and described as follows: **Beginning** at a post corner of Robert Valentine's lot being the southeast corner of said lot, thence by the same north 11 degrees 30 minutes west 384 feet to lot of E. M. Blanchard,

thence by same north 67 degrees 45 minutes east 484 feet, more or less, to line of lot of Mrs. Ruth Armor, thence by said line south 19 degrees east 384 feet, more or less, to Fifth Avenue, thence along said Avenue south 67 degrees 45 minutes west 531 feet, more or less, to the place of beginning, **containing** together 4 acres and 76 perches, more or less, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

9. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post on line of land late of Shortlidge and Company (now A. G. Morris), thence by same north 11 degrees 45 minutes west 384 feet to lot No. 21 in the Second Addition to the Borough of Bellefonte made by Shugert and Harris, thence along said lot north 67 degrees 45 minutes east 246 feet to lot of William B. Hughes, thence along said lot south 11 degrees 30 minutes east 384 feet to Fifth Avenue, thence along said Avenue 67 degrees 45 minutes west 242 feet to the place of beginning, containing 2 acres and 30 perches, and known as lot No. 1 in the general plan of Shugert and Harris' Second Addition to the Borough of Bellefonte, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

10. **Also all that certain** tract of land and right of way situate in Benner Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post on the property line now or late of H. E. Zimmerman, thence along said property line north 61 degrees east 128 perches to a post (formerly a white oak and corner of the William Connelly tract), thence along the property line of Mollie L. Valentine the following six courses and distances as changed by mutual agreement in accordance with a survey made on January 26, 1917, north 27 degrees 58 minutes west 3 perches, north 45 degrees 12 minutes east 18 perches to a small sapling, north 3 degrees 47 minutes east 25.2 perches to a post, north 64 degrees 7 minutes east 14 perches to a point in road, thence along said road north 22

degrees 58 minutes west 8 perches, and north 64 degrees 32 minutes east 14.1 perches to a stone in fence line and on line of William Connelly and Henry Miller tracts 2.5 feet north of walnut, thence along property line now or late of C. Dale north 33 degrees 15 minutes west 14.1 perches to a stone, thence along division line formerly of W. Woodring, and now late of L. C. Rearick the following courses and distances, south 57 degrees 30 minutes west 30 perches to a pin, south 40 degrees 45 minutes west 87 perches, south 31 degrees 45 minutes east 17.1 perches to a black oak, and south 61 degrees west 72.6 perches to a post, and thence south 44 degrees 30 minutes east 2 perches to the post and place of beginning, containing 19 acres 142 perches.

Also a certain right of way reserved in a deed in which a portion of the tract of land of which the premises herein described was formerly a part. The right of way to run from the lime stone hill, the same that was therein conveyed, in a northerly direction across lands formerly conveyed by the said D. W. Woodring and D. F. Fortney, executors of Margaret C. Woodring, deceased, to L. C. Rearick, to the public road, and is not to exceed 33 feet in width, and may be used for a railroad or otherwise, when the same is taken possession of, all due care is to be taken and sufficient fence is to be erected to protect the owner of the land over which the same passes, and make compensation for any crops destroyed. Said reservation being fully set out in Deed from said D. W. Woodring and D. F. Fortney, Executors of Margaret C. Woodring, deceased, to L. C. Rearick bearing date February 1, 1899, and recorded in Centre County in Deed Book 79, pages 488 and 489.

The said described tract of land and right of way being the same which D. W. Woodring and D. F. Fortney, Executors of Margaret C. Woodring, deceased, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 364, and by deed of conveyance of D. W. Woodring and Mary G., his wife, bearing date March 22, 1917, and recorded in Centre County in Deed Book 118, page 647, and by agreement between Mollie L. Valentine and the American Lime and Stone Company bearing date June 16, 1917, and recorded in Miscellaneous Book T, page 311.

11. Also all that certain tract of land situate in Benner Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a corner of land of C. Dale, Jr., thence by land of same south 29 degrees east 40

rods to a stone, thence by same south 61 degrees west 40 rods to a stone, thence by land of Catherine Speer south 28 degrees 12 rods to a stone, thence by lands of E. K. Keller north $53\frac{3}{4}$ degrees east 95.3 rods to a stone, thence by land of heirs of James Steel north 30 degrees west 40 rods to a stone, thence by lands of Joseph Tressler south 61 degrees 53.8 rods to the place of beginning, containing 16 acres and 154 perches, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

12. Also all that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: On the north by land of Alice Showers, on the east by an alley, on the south by Fifth Avenue, and on the west by extension of Spring Street, containing 1 acre more or less.

13. Also all that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: On the north by lands of Thomas A. Shoemaker, on the east by an alley, on the south by land of Alice Showers, and on the west by extension of Spring Street. The said two above described two lots or tracts of land, being the same which Cyrus Brungart, High Sheriff of Centre County, by his deed of conveyance bearing date August 28, 1902, did convey all the right, title and interest of Robert Valentine unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book, 95, page 427.

14. Also that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: Beginning on the east side of the extension of Spring Street of Bellefonte Borough, and the northeast corner of said extension and a 15 foot alley, thence northward along the extension of Spring Street 50 feet to a post, thence eastward along land of Robert Valentine 200 feet to a post on a 20 foot alley, thence southward along said alley 50 feet to a post in a 15 foot alley, thence westward along said alley 200 feet to the place of beginning, and being the same lot or tract of land which Mrs. Alice Thompson, widow (formerly Showers), by her deed of conveyance

bearing date February 8, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 87, page 245.

15. Also all that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded on the north by land of Philip Collins (formerly Yocum), south by land of said A. G. Morris, east by lot of A. S. Valentine, and on the west by lands of Philip Collins and A. G. Morris, containing 2 acres and 55 perches, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

16. Also all that certain lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at the southwest corner of lot of A. G. Morris, late of Martha M. Cherrington, thence south $14\frac{1}{2}$ degrees west 8.1 perches to the corner of Mrs. Barnhardt's lot, thence along line of said last mentioned lot and property of Thomas A. Shumaker south 83 degrees east 19.3 perches to the line of other land of the said A. G. Morris, lately owned by Mrs. Ruth Armor, thence by the said last mentioned line north $17\frac{1}{2}$ degrees west $8\frac{1}{4}$ perches to the corner of the aforesaid Cherrington lot, thence by said lot north $81\frac{1}{2}$ degrees west 14.8 perches to the place of beginning, containing 117 perches, be the same more or less, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

Excepting and reserving a strip of land through the aforesaid described lot or tract of land which the said A. G. Morris and Mary E., his wife, conveyed on November 8, 1890, to the Bald Eagle Valley Railroad Company as more fully set out in the deed of conveyance recorded in Deed Book 63, page 262.

17. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: On the west by the Bellefonte and Milesburg Turnpike 50 feet, on the south by lot of Mrs.

Priscilla E. Kornman 220 feet, on the east by lot of T. Wilson 45 feet, and on the north by lot of Frank McCoy 217 feet, and being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

Excepting and reserving a strip of land through the aforesaid described tract of land which the said A. G. Morris and Mary E., his wife, conveyed on November 8, 1890, to the Bald Eagle Valley Railroad Company as more fully set out in the deed of conveyance recorded in Deed Book 63, page 262.

18. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at the northwest corner of a lot of ground of the Spring Township School District, thence north along line of Turnpike leading from Bellefonte to Milesburg 80 feet to middle of run on land formerly owned by S. H. Yocum, thence east along said land 200 feet to contemplated alley, thence south along said contemplated alley 80 feet to a post, thence west 200 feet to the place of beginning, being a lot fronting 80 feet on said Turnpike and extending east thereof 200 feet, the line of said line to run parallel with lines of other lots along said Turnpike sold to Harnish and others, being the same lot or tract of land which George T. Bush by his deed of conveyance bearing date August 8, 1905, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 96, page 57.

19. **Also all that certain** tract of land situate partly in Benner Township and partly in Spring Township, Centre County, Pennsylvania, bounded and described as follows:

No. 1. **Beginning** at a pine corner on the line of the survey of James Harris and James Sharron and standing on the east side of Dry Run, thence south 33 degrees east 58 perches to a hickory on the west side of said line, thence south 80 degrees east 28 perches to stones, thence south 62 degrees east 81 perches to a post on line of land late of James Harris, thence by the same south 52 degrees west 62 perches to an oak stump in the Half Moon Road, thence south 63 degrees west 106 perches to a post by a hickory, thence north 44 degrees west 163 perches to a stone by a

hickory, thence north $64\frac{1}{4}$ degrees east 142 perches to the place of beginning, containing 140 acres and 110 perches, neat measure.

Excepting and reserving all that tract of land containing 2 acres more or less situate in the southern corner of tract No. 1 which William H. Humes, deceased, (former owner of the above described premises), in his lifetime granted and conveyed to James Rote, **Also excepting and reserving** the streets and alleys in Humes' Addition to the southwestern part of the Village of Coleville, Spring Township, aforesaid, laid out according to a draft or plan made by S. D. Ray, survey dated April 11, 1887, and all lots in said Addition which have been already sold or contracted to be sold including the lot now occupied by the Methodist Episcopal Church. **And also excepting and reserving** all that certain lot adjoining said Methodist Episcopal Church lot fronting 60 feet on Harris Street, and extending back 150 feet to an alley, which the American Lime and Stone Company conveyed on July 24, 1908, to the Trustees of Olive Branch Chapel of Coleville, as more fully set out in the deed of conveyance recorded in Centre County in Deed Book 101, page 572.

20. **Also all that Certain** tract of land situate partly in Benner Township and partly in Spring Township, Centre County, Pennsylvania, bounded and described as follows: No. 2, **Beginning** at a pine corner first above mentioned, thence north 45 degrees west 139 perches, thence on the Muncy Mountain south 61 degrees west 137 perches to a pine, thence south 44 degrees east 130 perches to a stone on the survey of James Sharron, thence north $64\frac{1}{2}$ degrees east 142 perches along line of said James Sharron to the place of beginning, containing 114 acres and 136 perches, neat measure.

That the last two above described tracts of land (Nos. 1 and 2) being the same land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing the date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 84, page 522.

21. **Also all that certain** lot or tract of land situate in the Village of Coleville, Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a stone corner on land of Peter Rote, deceased, thence south 57 degrees east $48\frac{1}{2}$ feet to a stone, thence by land

of James L. Rote south 44 degrees west 127 feet to a stone, thence north 57 degrees west by land of William Humes, deceased, (now the American Lime and Stone Company), 40 feet to a stone, thence north 35 degrees east 126 feet to the place of beginning, containing $18\frac{1}{4}$ perches, be the same more or less, and being the same lot or tract of land which Minnie Harper, widow, by her deed of conveyance bearing date June 16, 1903, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 90, page 346.

22. Also all that certain tract of land situate in Benner Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a point corner of lands of A. G. Morris and William B. Eckley, thence south 20 degrees 45 minutes east 77.48 rods to line of right of way of Bellefonte Central Railroad, thence by same north $67\frac{1}{2}$ degrees east 94 rods to a post, thence by lands of Margaret C. Brokerhoff north $25\frac{1}{2}$ degrees west 4 rods to a post, thence by same north $64\frac{1}{2}$ degrees east 4 rods to a post, thence by same south $25\frac{1}{2}$ degrees east 4 rods to line of right of way of said Bellefonte Central Railroad, thence by same north $65\frac{1}{4}$ degrees east 28.54 rods to land of Charles Witman, thence by same north $29\frac{1}{4}$ degrees west 86 rods to lands of said William B. Eckley, thence by same south 63 degrees west 114.24 rods to the place of beginning, containing 61 acres and 86 perches, neat measure, and being the same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

23. Also all that certain tract of land situate in Benner Township, Centre County Pennsylvania, bounded and described as follows: **Beginning** at a white oak corner, the intersection of lands of Joseph Eckley and William B. Eckley, and also northwest corner of tract of land hereinafter described, thence by lands of William B. Eckley, north 62 degrees east 81.7 perches to stone, thence by lands of same north 28 degrees west 12.9 perches to stone in the center of the public road, thence along said public road north $61\frac{3}{4}$ degrees east 128.6 perches to stone in the center of said public road, thence by lands of Margaret C. Brokerhoff south 21 degrees east 103.7 perches to a stone on the

line of the Bellefonte and Buffalo Run Railroad, thence by the line of said railroad and along lands of James Henderson, south $62\frac{1}{4}$ degrees west 126 perches to a stone on said railroad, thence by same south 31 degrees west 25 perches to stones on said railroad and corner of lands of James Henderson and A. J. Shivery, thence by lands of said A. J. Shivery south $68\frac{1}{4}$ degrees west 49.5 perches to a stone, thence by land of Joseph Eckley north 28 degrees west 94 perches to the whiteoak corner the place of beginning, and being the same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

24. Also all that Certain tract of land situate in Benner Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a black oak on land of David Rothrock, thence along lands now of George H. Hastings north 27 degrees west 132 perches to stones, thence by land of Joseph Eckley's Estate north 61 degrees east 80 perches to stones, thence by land of Sylvester Rider and land of A. G. Morris south 69 degrees east 43 perches to stone, thence by lands of A. G. Morris north 61 degrees east 1 rod to stone, thence by lands of same south 29 degrees east 89 perches to stones, thence by land of Henry Shiver and David Rothrock south 61 degrees west 81 perches to the place of beginning, containing 62 acres and 133 perches and allowance.

Excepting and reserving all that certain lot or tract of land fronting 16.3 rods on the west side of a private road, and extending southwestwardly 4.3 rods, containing 70 perches which Mary Eckley, widow et al. conveyed on November 1, 1887, to Christian Eckley, as more fully set out in deed of conveyance recorded in Centre County in Deed Book 61, page 316.

25. Also all that certain lot or tract of land situate in Benner Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at stone corner of the above described tract, thence by land formerly of Mrs. Richard Conley north $28\frac{1}{4}$ degrees west 33 rods to a white oak, thence along lands now or formerly of John Wagner north $61\frac{3}{4}$ degrees east $80\frac{1}{4}$ perches to stones, thence along a private road south $28\frac{1}{4}$ degrees east $37\frac{1}{4}$ perches to stones, thence along the above described tract south $64\frac{3}{4}$

degrees west $80\frac{1}{2}$ perches to stones the place of beginning, containing 17 acres and 98 perches.

Excepting and reserving all that certain lot or tract of land fronting 80 feet on a private road, and extending back along the southeastwardly side of a public road 150 feet, which the American Lime and Stone Company conveyed on March 4, 1904, to Christ Eckley et al. Trustees of the Church of the United Brethren in Christ, as more fully set out in the deed of conveyance recorded in Centre County in Deed Book 94, page 87.

The aforesaid last two described tracts of land being the same tracts of land which A. A. Stevens and Sarah C., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book, 85, page 521.

26. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post on line of land of William P. Duncan, thence along line of Armor lands north 65 degrees east 20 rods, thence along north side of an old road South 77 degrees east 38.7 rods to a post, thence along Armor lands north 43 degrees 15 minutes east 23.6 rods, thence south 82 degrees 15 minutes east 18.2 rods to a post, thence north 43 degrees 15 minutes east along Armor lands 20 rods, thence north 82 degrees 15 minutes west 18.2 rods, thence north 43 degrees 15 minutes east 54.2 rods to line of land of D. J. Kline, thence by line of D. J. Kline north 25 degrees 30 minutes west 74.8 rods to a post, thence along line of James Harris tract south 83 degrees 30 minutes west 110.5 rods to a post, thence across lane south 6 degrees 30 minutes east .9 of a rod to a post, thence south 83 degrees 30 minutes west along lane 6 rods, thence south 17 degrees 42 minutes east along a street 8.6 rods, thence south 72 degrees 18 minutes west along Keller lot 14.5 rods, thence along an alley south 17 degrees 42 minutes east 4.4 rods, thence across an alley south 72 degrees 18 minutes west 1 rod, thence along line of Griffith Gibbon Survey south 17 degrees 42 minutes east 113.5 rods to the place of beginning, containing 98 acres and 9 perches.

Excepting and reserving a strip of land to its extremity through the aforesaid described tract of land which the said A. G. Morris and Mary E., his wife, conveyed on No-

vember 8, 1890, to the Bald Eagle Valley Railroad Company, as more fully set out in the deed of conveyance recorded in Deed Book 63, page 262.

27. **Also all that certain tract** of unseated land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a pine on line of James Harris tract, thence north 79 degrees east 100 rods to a chestnut oak, thence north 56 rods to a pine, thence north 60 degrees east 30 rods to a chestnut oak, thence north 31 degrees west 121 rods to a chestnut oak, thence south 65 degrees west 97 rods to a pine, thence south 63 degrees west 83 rods to a post, thence south 42 degrees east 155 rods to the place of beginning, containing 100 acres, more or less.

The aforesaid last two described tracts of land being the same tracts of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

28. **Also all that certain tract** of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: No. 1. **Beginning** at stones, thence north 32 degrees west 15.1 perches to stones, thence along land of Henry Yearick south 64 degrees west 17 perches to a post, thence along same south 62 degrees west 70 perches to a hickory, thence south 51 degrees west 84 perches to a cherry, thence along lands of Hoy south 43 degrees west 15 perches to a cherry, thence north 51 degrees east 116½ perches to stones, thence north 73 degrees east 51 perches to the place of beginning, containing 15 acres and 145 perches, neat measure.

The said Henry Yearick **excepting and reserving** unto himself his heirs and assigns forever the use of a road 25 feet wide along the eastern end of said tract of land with the right however in A. G. Morris to use said road jointly with the grantor. It was also expressly understood and agreed that the said A. G. Morris, his heirs and assigns shall in no way interfere with or obstruct the flow of the water in the stream or water course along the north side of said tract of land, but at all times shall keep the same clear of all obstructions so as to permit the same to flow in its natural course.

29. **Also all that certain tract** of land situate in Marion

Township, Centre County, Pennsylvania, bounded and described as follows: No. 2. **Beginning** at stones, thence north 83 degrees west 28 perches to a post, thence south 45 degrees west 18.7 perches to a post, thence south 64 degrees west 15.9 perches to post, thence south 43 degrees west 12½ feet to a post, thence north 64.9 perches to a post, thence north 63 degrees east 18 perches to stones, thence north 62 degrees east 15 perches to the place of beginning, containing 2 acres and 117 perches, neat measure.

Excepting and reserving a right of way over and across said premises to and from the lot of ground lying to the south and west, said right of way to be so located as not to interfere with operations of said Morris unnecessarily, but to be so located as to be of material use to the said Henry Yearick, his heirs and assigns.

The aforesaid two last described tracts of land being the same tracts of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522, and, as aforesaid, subject to the exceptions and reservations and restrictions contained in the deed of Henry Yearick to the said A. G. Morris for the above last described two tracts, and recorded in Centre County in Deed Book 74, page 106.

30. All the right, title and interest in and to all limestone lying north of the Great Road with such ground lying on the north side of the road necessary for dumping purposes, and the right to use the water from the spring from which the water is now piped to the buildings in conjunction with the use of same for farm purposes, and to build a reservoir and lay pipe lines for the carrying of the water, said Company to leave a strip 20 feet in width along the east side of the limestone and adjoining property of W. W. Orndorf for water pipes and drive way to reach the northern fields, as excepted and reserved out of all those certain two tracts of land situate in Marion Township, Centre County Pennsylvania, bounded and described as follows:

The one, **beginning** at stones, thence by land of Simon Yarger (now M. R. Betz) north 21 degrees west 146.5 perches to a stone, thence north 60¾ degrees east 44.8 perches to a post, thence north 30½ degrees west 66.5 perches to a post, thence by lands of William Allison, Jr. north 80 degrees east 21.4 perches to a white oak, thence

south $30\frac{1}{2}$ degrees east 64.2 perches to a white oak, thence north $60\frac{3}{4}$ degrees east 66 perches to a post, thence by land of George S. Hoy south 30 degrees east 137.75 perches to a hickory, thence by land of John Strunk south 60 degrees west 151 perches to the place of beginning, containing 132 acres and 43 perches; and

The other, **beginning** at the great road leading from Jacksonville down the valley, thence by lands formerly of Christian Yarger north 30 degrees west 45.5 perches to a post thence south $60\frac{3}{4}$ degrees west 66 perches to a white oak, thence $30\frac{1}{2}$ degrees west 64.2 perches to a white oak, thence south 80 degrees west 44.5 perches to a white oak, thence north 30 degrees west 52 perches to stones, thence north 55 degrees east 187 perches, thence west to the place of beginning, containing 72 acres and 77 perches and allowance.

The aforesaid described **excepted and reserved property and rights** being the same property and rights which the American Lime and Stone Company by its deed of conveyance bearing date March 31, 1911, did except and reserve out of the land therein conveyed unto George N. Hoy, and said deed of conveyance is recorded in Centre County in Deed Book 112, page 84.

31. **Also all that certain tract of land** situate in Marion Township, Centre County, **Pennsylvania**, bounded and described as follows: No. 1. Beginning at a post on land of Laura E. Beck, thence by land of Perry and Daniel Condo and James W. Beck north 43 degrees west 185 perches to stones, thence by land of P. W. McDowell now Jacob H. Orndorff and hereinafter mentioned as tract No. 2, north 47 degrees east 67.7 perches to stone, thence by Ziegler's land south 43 degrees east 43.4 perches to post, thence south 31 degrees west 7.8 perches to post, thence south 43 degrees east 16.6 perches to post, thence north 31 degrees east 24.6 perches to post by lands of Mrs. William P. Lucas, thence south 43 degrees east $134\frac{3}{4}$ perches to a post, thence by land of Laura E. Beck south 52 degrees west 82.6 perches to the place of beginning, containing 90 acres and 133 perches.

Excepting and reserving a cemetery lot containing 2 acres and 149 perches, conveyed by William Beck and wife former owner to Isaac Frain and others, trustees of Oak Grove Cemetery by deed dated April 3, A. D. 1886, and recorded in Deed Book 64, page 185.

32. Also all that certain tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: No. 2 **Beginning** at a post corner of land of J. W. Beck, thence by Muncy Mountain north 53 degrees east 69 perches to stones, thence south 43 degrees east 68 perches to stones, thence by tract No. 1 above described south 47 degrees west 67.7 perches to stone, thence by land of J. W. Beck north 43 degrees west 75 perches to place of beginning, containing 30 acres and 40 perches more or less, the whole containing 118 acres and 24 perches more or less.

That the aforesaid two last described tracts of land being the same tracts of land which Jacob H. Orndorf and Elmira, his wife, by their deed of conveyance bearing date July 29, 1905, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 96, page 50, and rerecorded in Deed Book 96, page 108.

33. Also all that certain lot or tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a pine stump, being corner of land formerly owned by Simon Yarger, thence by Simon Yarger line and the public road leading from Howard to Jacksonville north $56\frac{1}{2}$ degrees west 10 perches to a stone, thence by land of Jacob Hoy north $70\frac{1}{2}$ degrees west 6.4 perches to a stone, thence north 57 degrees west 9.9 perches to a stone, thence by land of George J. Hoy south $53\frac{3}{4}$ degrees west 9.9 perches to a stone, thence by a road, school house lot, lands of James Gordon and A. Shade south 51 degrees east 20 perches to stones, thence by the church lot north $71\frac{1}{2}$ degrees east 1.1 perches to a white oak stump, thence south 32 degrees east 1.8 perches to a stone, thence north 60 degrees east 6 perches to a stone, thence south 30 degrees east 4.9 perches to a stone, thence by lands of A. Geary, John Zook and Harding's heirs north $32\frac{1}{2}$ degrees east 9.1 perches to the place of beginning, containing 1 acre and 119 perches neat measure.

34. Also all that certain lot or tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a stone in the great Road it being a corner of this land and land of George J. Hoy, thence along the land of George J. Hoy north 59 degrees west 22 perches to stones, thence by same south $49\frac{1}{4}$ degrees east 13.3 perches to stones, thence by same

south 76 degrees east 8.8 perches to the place of beginning, containing 27 perches neat measure, and known as the McCullough Lime Kiln Property.

The aforesaid two last described lots or tracts of land being the same lots or tracts of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

35. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: Beginning at a point in the public road leading from Pleasant Gap to Zion, thence along lands of W. H. Caldron south 41 degrees east 114 perches to post, thence south 41 degrees west $3\frac{3}{4}$ perches to post, thence south 51 degrees east 59 perches to post, thence along lands of John Meyers, David Baird et al. south 45 degrees west 67 perches to post, thence along lands of John Myers, David Baird and others north 43 degrees west 63 perches to post, thence south 47 degrees 45 minutes west $18\frac{1}{4}$ perches to post, thence north 44 degrees west $32\frac{1}{2}$ perches to post, thence south 46 degrees 45 minutes west $12\frac{1}{2}$ perches to post, thence north 44 degrees west 39 perches to post, thence north 45 degrees 45 minutes east $12\frac{1}{2}$ perches to post, thence north 43 degrees 30 minutes west 71 perches to public road, thence north 72 degrees east along said road 47 perches, thence along said road north 61 degrees east $45\frac{1}{2}$ perches to the place of beginning, containing 96 acres and 75 perches more or less; excepting and reserving for the use of William H. Baird a private right of way of 12 feet in width along the western line of said farm to the public road leading from Pleasant Gap to Zion.

The aforesaid described tract of land being the same tract of land which Charles Echenroth and Elizabeth, his wife, by their deed of conveyance bearing date June 27th, 1906, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 97, page 115.

36. And also all the right, title and interest, appurtenant to the aforesaid last described tract of land, in and to the right to continue to use the water from a small spring on said tract of land, and the right of free ingress and egress in and upon about half an acre including said

spring, to ditch, pipe and convey said water and keep ditches, pipes, etc., in repair, as excepted and reserved to the heirs and assigns of John Furey in a certain deed of conveyance of Andrew J. Swartz and Phebe K., his wife, unto Jasper N. Brooks, bearing date May 23, 1878, and recorded in Centre County in Deed Book N 2, page 566.

37. Also all that certain tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a stone near the Turnpike and opposite the Cave Spring on land of Henry Yearick, thence north $21\frac{3}{4}$ degrees west 1.9 rods to a stone on east side of the Turnpike, thence along said Turnpike north 6 degrees east 6 rods to a stone, thence along the same north $11\frac{1}{2}$ degrees east 4.5 rods to a stone, thence north 30 degrees east 6.2 rods to a stone, thence north $46\frac{3}{4}$ degrees 24 rods to stone, thence north 55 degrees east 24.5 rods to a stone, thence south 43 degrees east 15 rods along line of William Lucas to stone, thence south $53\frac{1}{2}$ degrees west 64.3 rods to place of beginning, containing 5 acres and 4 perches.

38. Also all that certain lot or tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a stone on the west side of Turnpike, thence along lands of Henry Yearick north 43 degrees west 15 rods to a stone, thence south 87 degrees east 11.8 perches (rods) to stone at line of Turnpike, thence along line of Turnpike south 8 degrees west 10 rods to place of beginning, containing 58.8 perches be the same more or less.

39. Also the right of way conveyed to the grantors in connection with the last two described tracts of land for the width of 18 feet parallel with the west line of the Turnpike as it runs through the Beck property for the purpose of constructing thereon a railroad for transportation of lime, etc., as more particularly set forth in the deed of A. A. Stevens for the aforesaid right of way.

The aforesaid last two described tracts of land and right of way being the same tracts of land and right of way which A. A. Stevens and Sarah C., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 521.

40. Also all that certain tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post in public road leading from Bellefonte to Mill Hall, thence along land of Henry Yearick north 43 degrees west 217 perches to stones, thence north 53 degrees east 66 perches to post, thence south 43 degrees east about 218 perches to post in said public road, thence south 53 degrees west along said public road 65.3 perches to the place of beginning, containing 87 acres and 89 perches more or less, and being the same tract of land which Mary R. Beck, widow, by her deed of conveyance bearing date May 11, 1907, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 100, page 196.

The aforesaid two tracts of land and right of way described in paragraphs 37, 38 and 39, are embraced within the boundaries of the tract of land above mentioned.

41. Also all that certain tract of land situate in Marion Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a stone thence along lands of Enos Ertly and William Long north 60½ degrees east 10 perches to stones, thence along lands of Jacob McCaulley south 45 east 19 perches to stone, thence along the same south 19 degrees east 4.1 perches to post, thence along lands of Enos Ertly north 62 degrees east 22.4 perches to the place of beginning, containing 140 perches more or less, and being same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

42. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a point on the east line of James Harris warrant at the northeast corner of land formerly of William A. Thomas and since his death conveyed by the trustee under his last will and testament to the Bellefonte Furnace Company by deed dated October 18, 1887, and recorded in Centre County in Deed Book, Vol. 54, page 330, thence north 41 degrees west 129 perches to stones on top of mountain, thence by land formerly of Alexander and Brother south 65 degrees west 134¾ perches to stones, thence along land formerly of William H. Humes, now A.

G. Morris, south 41 degrees east 139.7 perches to pine stump on the east bank of Dry Run, thence along same land south 32 degrees east 13 perches to a post on southwest corner of land conveyed by the aforesaid Trustee by deed dated June 15, 1875, to William B. Eckly, thence along land of said William B. Eckly the following courses and distances, north $29\frac{1}{4}$ degrees west 15 perches to a post, thence north $41\frac{1}{4}$ degrees west 8 perches to a post, thence north 33 degrees west 45 perches to stones, thence north $51\frac{1}{2}$ degrees east $6\frac{1}{2}$ perches to a post, thence south 36 degrees east $49\frac{1}{2}$ perches to post, thence by land of the estate of William A. Thomas, deceased, and the foregoing land of the Bellefonte Furnace Company north 60 degrees east 136.2 perches to the place of beginning, containing 100 acres more or less.

Excepting and reserving, nevertheless, those two certain messuages, tenements and lots of ground bounded and described as follows: The one thereof, **beginning** at a post on the eastern line of the public road opposite or nearly opposite the northeast corner of the aforesaid land of William B. Eckley, thence by said public road north 25 degrees west 12 perches to a post, thence by land of the estate of William A. Thomas, deceased, the following courses and distances: north 65 degrees east $13\frac{1}{3}$ perches to a chestnut oak, thence south 25 degrees east 12 perches to a post, thence south 65 degrees west $13\frac{1}{3}$ perches to the place of beginning, containing 1 acre which was conveyed by the aforesaid Trustee to George Robb.

And the other thereof, **beginning** at a stone on the eastern line of the aforesaid public road 14.8 perches from the southwest corner of the aforesaid George Robb tract, thence by said public road south 36 degrees east 12 perches to stone, thence by land of the estate of William A. Thomas, deceased, the following courses and distances: north 54 degrees east $13\frac{1}{3}$ perches to stones, thence north 36 degrees west 12 perches to stone, thence south 54 degrees west $13\frac{1}{3}$ perches to the place of beginning, containing 1 acre which was conveyed by the aforesaid Trustees to Samuel K. Miller.

The aforesaid described tract of land being the same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

43. Also all that certain tract of land situate in Belle-

fonte Borough, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a point on the line of the property of the grantor hereto, and other property of the grantee, and the west line of the right of way of the Bellefonte Central Railroad, then north along line between property of the grantor and grantee $49\frac{1}{2}$ degrees west 64 feet to an iron pin, then along line of other property of the grantee south $70\frac{1}{2}$ degrees west 336 feet to an iron pin, then south along line of other property of the grantee $23\frac{1}{2}$ degrees east 141.5 feet to an iron pin in the bed of Buffalo Run, then north $71\frac{1}{2}$ degrees east 124 feet to an iron pin on the bank of Buffalo Run, then north $23\frac{1}{2}$ degrees west 84 feet, crossing the Bellefonte Central Railroad, to an iron pin on the right of way on said road, then along said right of way north $70\frac{1}{2}$ degrees east 239 feet to the place of beginning, containing 110.5 perches, and being the same tract of land which the Bellefonte Window Glass Company by its deed of conveyance bearing date December 6, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 95, page 423.

44. Also all that certain tract of land situate in Bellefonte Borough, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post on the north side of the public road leading from Bellefonte to Coleville, thence by said road north $62\frac{1}{2}$ degrees east 72 feet to a post, thence by land of Bellefonte Central Railroad Company north $24\frac{1}{2}$ degrees west 100 feet to a post, and north $65\frac{1}{4}$ degrees east 330 feet to a post, thence by land of the Estate of William A. Thomas, deceased, north $24\frac{1}{2}$ degrees west 134 feet to a post, and north $65\frac{1}{2}$ degrees east $130\frac{1}{2}$ feet to a post on public road leading from Bellefonte to McCalmont and Company's Lime Kilns, thence across said road along the right of way of the Pennsylvania Railroad Company north $32\frac{1}{2}$ degrees east 89 feet to a post, and recrossing said road south 64 degrees west 86 feet to a post, thence by other land of the Estate of William A. Thomas, deceased, south $24\frac{1}{2}$ degrees east 6 feet to a post, thence south $65\frac{1}{2}$ degrees west 119 feet to a post, thence north $24\frac{1}{2}$ degrees west 83 feet to a post, and thence by same and land of James R. and C. T. Alexander north $50\frac{1}{2}$ degrees west 156 feet to a post, thence north $69\frac{1}{2}$ degrees west 336 feet to a post, and thence by lands of Rolling Mill Company and the Estate of William

A. Thomas, deceased, south $24\frac{1}{2}$ degrees east 526 feet to the place of beginning, containing 4 acres more or less.

Excepting and reserving therefrom the following: All that piece or parcel of land situate in Bellefonte Borough, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at an iron pin, thence along land of the Bellefonte Central Railroad south $23\frac{1}{2}$ degrees east 141.5 feet to an iron pin in Buffalo Run, thence along land of Bellefonte Window Glass Company north $71\frac{1}{2}$ degrees east 124 feet to an iron pin, thence along same north $23\frac{1}{2}$ degrees west 84 feet to an iron pin, thence along same north $70\frac{1}{2}$ degrees east 239 feet to an iron pin, thence along land of the American Lime and Stone Company, north $49\frac{1}{2}$ degrees west 64 feet to an iron pin, thence along same south $70\frac{1}{2}$ degrees west 336 feet to an iron pin the place of beginning, containing $110\frac{1}{2}$ perches.

The aforesaid described tract of land being the same tract of land which John L. Knisely, Receiver of the Bellefonte Window Glass Company by his deed of conveyance bearing date May 17, 1905, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 94, page 502.

45. **Also all that certain** tract of land situate partly in Bellefonte Borough and partly in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a stone in the center of Spring Creek near the confluence of the Buffalo Run and said Creek, thence along center of Spring Creek north 3 degrees west 40 perches to stones, thence south $86\frac{1}{2}$ degrees west along the meadow across public road and along lot of Perry Lucas 34.3 perches to middle of alley, thence along said alley south $31\frac{1}{2}$ degrees east 16 perches to post, thence south $59\frac{1}{2}$ degrees west 110 perches to post, thence along lot of John D. Lieb's heirs south 46 degrees east 29.8 perches to a post, thence along lands of Scott and Shoemaker and others north $67\frac{1}{2}$ degrees east 86 perches to post, thence along lands of Bellefonte Glass Company south 44 degrees east 10.5 perches to post, thence along lands of William A. Thomas Estate north 46 degrees east 36 perches to the place of beginning, containing 31 acres and 26 perches more or less, being what is known as the "Alexander Lime Kiln Property."

Excepting and reserving nevertheless therefrom, the following: A piece of land sold to Philip Collins lying between the right of way of the Buffalo Run, and Bellefonte

and Bald Eagle Railroad and the center of the Buffalo Run Stream and the railroad bridge of the Bellefonte and Snow Shoe Railroad over the same, and the bridge at the public road crossing the same near the Bellefonte Glass Works as described in deed to the said Philip Collins; **also excepting and reserving** a strip of land conveyed to the Bald Eagle Valley Railroad, containing 1.468 acres more or less, with a reservation of the right of way over the above described premises to construct a single track siding from the terminus of the Buffalo Run, Bellefonte and Bald Eagle Railroad northerly to the lands of the said heirs of C. T. Alexander, deceased, along side of and parallel with the Bellefonte and Snow Shoe Railroad track, and to be constructed in a manner so as not to interfere with the siding in connection with the lime kilns and the coal yards, and said right of way not to exceed 12 feet in width from line of main track of said Bellefonte and Snow Shoe Railroad; and **also excepting and reserving** from the premises hereinbefore described four lots heretofore sold to Loch and Clark, George Shaeffer, Daniel Wyland and Nicholas Reeding, the same then being occupied by them or their assigns.

The aforesaid described tract of land being the same tract of land which Robert McCalmont by his deed of conveyance bearing date December 28, 1901, and Rose McCalmont Shortlidge et al. by their deed of conveyance bearing date December 28, 1901, and J. R. Alexander by his deed of conveyance bearing date January 6, 1902, did convey unto the American Lime and Stone Company their respective undivided interests, and said respective deeds of conveyance are recorded in Centre County in Deed Book 85, pages 341, and 342, and in Deed Book 86, page 314.

46. **Also all that certain** lot or piece of land situate in Bellefonte Borough, Centre County, Pennsylvania, **beginning** at a post, on the north side of Buffalo Run, thence north 40 degrees west 156 feet to a post, thence north $57\frac{1}{2}$ degrees east 30 feet 3 inches to a post, thence south 40 degrees east 149 feet to a post, thence south 50 degrees west 30 feet to the place of beginning, being the western half of lot No. 2 in the general plan of several lots laid out by Alexander Bros. as an addition to the Borough of Bellefonte and then having thereon erected a two story frame house and outbuildings, and being the same lot or piece of land which Catherine Fennell, widow, formerly Catherine Kelley, by her deed of conveyance bearing date April 28, 1902, did convey unto

the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 87, page 198.

47. Also all that certain tract of land situate partly in Spring Township and partly in Bellefonte Borough, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post or wooden pin on line of land of Charles McCafferty and about 18 feet east of the Bellefonte and Milesburg Turnpike on the north side of the proposed extension of Beaver Street near where said street crosses said Turnpike, thence south 79 degrees 48 minutes west 77 feet to a post, thence north 16 degrees 45 minutes west 320 feet to a post in centre of Morris Railroad siding, thence north 2 degrees 41 minutes west 205 1-6 feet to an elm witness, thence north 5 degrees 55 minutes east $230\frac{3}{4}$ feet to a post, thence south 81 degrees 28 minutes east 127 feet to a post on the line of said Turnpike, thence along said Turnpike south 9 degrees 41 minutes west 281.5 feet to a post on said Turnpike, thence south 63 degrees 45 minutes west 55 feet to a post, thence south 11 degrees 15 minutes east 251 feet to a post, thence north 77 degrees 45 minutes east 41 feet to a post near said Turnpike, thence south 11 degrees 30 minutes east 175.5 feet to a post the place of beginning, containing 1 acre and 46.6 perches be the same more or less.

Excepting however, out of said description any lands the title to which might already be vested in said A. G. Morris by other deeds held by him for adjoining property. **Subject** nevertheless, to the following exceptions and reservations, viz:

First. The right in connection with Frank McCoy and J. D. Shugert their heirs and assigns to hereafter require that the bed of the old canal be open and cleared of all obstructions sufficiently to allow a full head of water when the gates are drawn to pass freely through the old canal as a channel or race for water power in connection with other property then owned immediately north of the land hereby conveyed at or near the old canal lock. It being understood that when said parties their heirs and assigns are ready to use said water power said Morris, his heirs and assigns will have said channel cleared and put in condition so that the water will be allowed to pass through freely and unobstructed.

Second. The said parties in connection with said Frank McCoy and J. D. Shugert further reserved the right to themselves, their heirs and assigns to run a

railroad track through the land above described from Bellefonte to Milesburg along the bank or tow path of said old canal not to exceed a single track in width.

The said described tract of land being the same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

48. Also all that certain piece or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded on the north by lot of McCoy and Linn, on the west by Bellefonte and Philipsburg Turnpike, on the south by lands of John P. Harris and J. D. Shugert, and on the east by other lands of the said A. G. Morris, being a strip of land lying and being along the lots of A. G. Morris, between said lots and said Turnpike, and between the lines in Deed from Samuel Linn and wife to John P. Harris and J. D. Shugert, dated February 12, 1872, recorded in Centre County in Deed Book G 2, page 533, and Deed from John P. Harris and J. D. Shugert to Seth H. Yocum, dated April 1, 1875, and recorded in Centre County in Deed Book K 2, page 581, and being the same piece or tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 522.

49. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: No. 1. **Beginning** at a post on the northeast corner of Charles McCafferty's lot, thence along land of McCoy and Linn north $12\frac{1}{2}$ degrees west 383 feet, thence along land of McCoy and Linn south $63\frac{1}{2}$ degrees west 545 feet to the Bald Eagle Canal, thence along said Canal south $11\frac{1}{2}$ degrees east 251 feet, thence along lot of Charles McCafferty north $77\frac{1}{2}$ degrees east 535 feet to the place of beginning, containing 3 acres and 123 perches neat measure.

Together with the right to trestle track across Spring Creek and use of water power as conveyed to the said A. G. Morris by William Shortlege and Bond Valentine. **Subject** to the reservations contained in deed from James H. Linn et ux. and John McCoy et ux. to William Shortlege, dated

April 1, 1863, and recorded in Centre County in Deed Book Y, page 148.

50. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: No. 2. **Beginning** at a post and stone corner of lots of Shortlege & Company, thence by Lyon and James Harris north $11\frac{1}{2}$ degrees west 100 feet to a post, thence by land of Harris and Shugert south 64 degrees west 438 feet to center of the Bellefonte and Philipsburg Turnpike, thence by the same south 12 degrees west 118 feet to land of Shortlege & Company, thence by same north 64 degrees east 490 feet to place of beginning, containing 1 acre and 10 perches neat measure.

Subject to the exceptions and reservations contained in deed of William Shortlege and Bond Valentine to the said A. G. Morris conveying said tract of land.

The aforesaid two last described tracts of land being the same tracts of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Deed Book 85, page 522.

51. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** on the line of land of A. G. Morris and heirs of D. Z. Kline, deceased, at a point 2 rods south of a large elm tree, thence north 73 degrees east 126 rods to a post on line of land of heirs of D. Z. Kline, deceased, and the heirs of H. Brokerhoff, deceased, 6 rods south of a large black oak standing on said line, thence along land of said Brokerhoff heirs north 30 degrees west about 97 perches to a post, thence south 60 degrees west 35 perches, thence north 30 degrees west 52 perches to a chestnut oak, thence south 59 degrees west 30 perches to a pine, thence south 56 perches to a chestnut oak, thence south $79\frac{1}{4}$ degrees west 7 perches to a post, thence south $22\frac{1}{4}$ degrees east about 82 perches to the place of beginning, containing 80 acres more or less, and being the same tract of land which H. C. Brew et ux. et al. by their deed of conveyance bearing date December 9, 1901, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 86, page 315.

52. Also all that certain tract of land situate in Bellefonte Borough, Centre County, Pennsylvania, bounded and

described as follows: **On** the east by road leading from Bellefonte to Milesburg, formerly a turnpike road, on the south by lands of Linn and McCoy, on the west by the old canal, and on the north by lands of A. G. Morris, and being a lot 200 feet in length on the canal and turnpike boundaries, 40 feet more or less on the northern end, and 44 feet more or less on the southern end, and subject to the restrictions and exceptions which were reserved in the deed of conveyance of the premises of which the above piece of land is a part as expressed in deed bearing date April 1, 1872, between John M. McCoy et ux. et al. of the first part, and Charles McCafferty of the second part, which said deed is recorded in Centre County in Deed Book H 2, page 118, and being the same tract of land which Charles K. McCafferty and Catherine B., his wife, by their deed of conveyance bearing date December 16, 1901, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 86, page 294.

53. **Also all that certain** lot or tract of land situate in or near Bellefonte Borough, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post 18 feet northwardly of the center line of the Bellefonte Central Railroad on the line dividing lands of the said Railroad Company from lands belonging to the Bellefonte Glass Works Property, thence north 22 degrees west 44.2 feet to the line dividing lands of the said Railroad Company from lands of J. R. Alexander and others, thence south 68 degrees 35 minutes west 252 feet to a corner, thence south 22 degrees 58 minutes east $37\frac{1}{2}$ feet to a point 18 feet from the center line of said railroad, thence parallel with said center line of said railroad, north 70 degrees 5 minutes east—to the place of beginning, containing .24 of an acre, and being the same lot or tract of land which John S. Walker and Elizabeth Shortlidge Walker, his wife, by their deed of conveyance bearing date December 28, 1901, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 86, page 313.

54. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, fronting about 125 feet on the laid out road, and extending back 393 feet more or less to lands of James Alexander, containing 1 acre more or less, Bounded by the lands of the American Lime and Stone Company on the east, lands of the Bellefonte

Furnace Company on the west, lands of James Alexander on the north, and the Bellefonte Furnace Company on the south, being part of the property formerly owned by C. T. and J. R. Alexander, and immediately contiguous to what is known as the Alexander Limestone Property, and being the same lot or tract of land which J. M. Leib and Matilda W., his wife, by their deed of conveyance bearing date January 7, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 85, page 547.

55. Also all that certain piece or parcel of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows:

Beginning at a post, thence south 49 degrees east $11\frac{1}{2}$ perches to a post, thence south 41 degrees west $2\frac{1}{4}$ perches to a post, thence north 49 degrees west $11\frac{1}{2}$ perches to a post thence north 41 degrees east $2\frac{1}{4}$ perches to the post the place of beginning, containing $3\frac{3}{8}$ square rods neat measure, and having thereon erected a building hitherto used, and for many years prior to the date of this instrument, as a public school building, and being the piece or parcel of land which John P. Harris, Trustee under the last will and testament of William A. Thomas, deceased, by his deed of conveyance bearing date February 16, 1903, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 89, page 4.

56. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: Beginning at a fence corner near the western line of the right of way of the Bellefonte Central Railroad Company, thence south 44 degrees west 11 perches to a post, thence south 49 degrees east $11\frac{1}{2}$ perches to a post, thence south 41 degrees west $2\frac{1}{4}$ perches to a post, thence north 49 degrees west $11\frac{1}{2}$ perches to a post, thence south 43 degrees west along line fences 10 $\frac{1}{6}$ perches to the eastern side of a cross street, thence south 31 degrees east $1\frac{4}{5}$ perches to a post, thence south 59 degrees west 28 perches to a post, thence south 31 degrees east 14 perches to post on northern side of public road leading from the Village of Coleville to Bellefonte Borough, thence by the northern side of said public road north 56 degrees west 15 perches more or less to the western line of the right of way

of the Bellefonte Central Railroad Company aforesaid, thence by said western line of said right of way north 31 degrees east 14 perches, and north $29\frac{1}{2}$ degrees east 28 perches to a post, and thence north 31 degrees west 1 perch more or less to the place of beginning, containing $2\frac{1}{2}$ acres more or less, and being the same tract of land which John P. Harris, Trustee under the last will and testament of William A. Thomas, deceased, by his deed of conveyance bearing date January 9, 1903, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 89, page 5.

57. Also all that certain lot or piece of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post at or near the public road leading from the Village of Coleville to Perdue's Mountain, thence by land of Mary Robb south 73 degrees east 8.1 perches to line of land of the American Lime and Stone Company, formerly of A. G. Morris, thence by said land south 33 degrees east 23 perches to a post, thence south 41 degrees east 8 perches to a post, and thence, south 29 degrees east 7 perches to line of the Lingleton heirs, thence by said Lingleton lot north 68 degrees east 8 perches to a post near a chestnut, and thence north 35 degrees west 38 perches to the place of beginning, containing about 2 acres of land, and being the same lot or piece of land which John P. Harris, Trustee under the last will and testament of William A. Thomas, deceased, by his deed of conveyance bearing date September 20, 1905, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 119, page 210.

58. Also all that certain lot or piece of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post near a chestnut tree, thence by land of the American Lime and Stone Company south $68\frac{1}{4}$ degrees west $6\frac{1}{2}$ perches to post, thence south $29\frac{1}{2}$ degrees east 9.6 perches, thence by land of Mrs. Joseph Gessner north 51 degrees east 6.6 perches to post and thence north $36\frac{1}{2}$ degrees west 7.9 perches to the place of beginning, containing .4 of an acre more or less, and being the same lot or piece of land which Sarah Palmer, widow, by her deed of conveyance bearing date December 2, 1905, did convey unto the American Lime and Stone Company, and

said deed of conveyance is recorded in Centre County in Deed Book 96, page 160.

59. Also all that certain lot or piece of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at an iron pin on the westerly side of a private road at or near the intersection of a public road leading from Coleville to Perdue Gap, and the corner of land of the American Lime and Stone Company, the present grantee, thence along said private and public roads south 36 degrees east 199 feet to an iron pin, thence along land of Sallie Gessner Rhine, the present grantor, south $58\frac{3}{4}$ degrees west 179.5 feet to a point in line of land of said American Lime and Stone Company, thence along said land of the American Lime and Stone Company the following two courses and distances, north $28\frac{1}{4}$ degrees west 198.6 feet to a post and stones, and thence north $58\frac{3}{4}$ degrees east 152.6 feet to said iron pin and place of beginning, containing .75 of an acre net measure, and being the same lot or piece of land which Sallie Gessner Rhine and Edward E. Rhine, her husband, by their deed of conveyance bearing date October 8, 1917, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 120, page 57.

60. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a point in the center of the public road leading from the old Bellefonte Nail Plant to Bellefonte, thence south 59 degrees 10 minutes east 300.9 feet to a stake 30 feet from the center line of the Pennsylvania Railroad and northwestwardly therefrom, thence by a line curving toward the east with a radius of 1176.3 feet parallel with the center line of the railroad aforesaid and 30 feet distance therefrom the distance of 40 feet to a stake, thence north 59 degrees 10 minutes west the distance of 300.9 feet along lands next hereto described to a point in the middle of the aforementioned public road, thence through said public road south 28 degrees 27 minutes west 40 feet to the place of beginning, containing $275/1000$ (plus) of an acre, and being the same tract of land which James R. Alexander by his deed of conveyance bearing date February 1, 1906, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 97, page 240.

61. **Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows:** **Beginning** at a point in the center of the public road leading from the old Bellefonte Nail Mill to Bellefonte, and being the common corner with the northwest corner of the lot before described, thence along lands heretofore described south 59 degrees 10 minutes east 300.9 feet to a stake 30 feet from the center line of the Pennsylvania Railroad and 30 feet northwestward therefrom, thence parallel with the center line of the said railroad and 30 feet distant therefrom northwestward by a line curving toward the east with a radius of 1176.03 feet a distance of 202 feet to a point on the north side of the road leading to the McCalmont Lime Kiln, thence along the north side of said road north 59 degrees 10 minutes west 326.2 feet to a point in the center of the first mentioned road, thence through the center of said road south 28 degrees 27 minutes west to the place of beginning, containing 1.426 acres (plus), and being the same tract of land which James R. Alexander, and Roberta A. Yarrington and H. S. Yarrington, her husband, by their deeds of conveyance bearing date respectively February 1, 1906, and September 12, 1907, conveyed unto the American Lime and Stone Company, and said deeds of conveyance are recorded in Centre County in Deed Book 97, page 240, and Deed Book 100, page 306.

62. **Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, the one thereof bounded and described as follows:** **On** the north by lands of Robert Valentine, on the east by lands of A. G. Morris, on the south by Fifth Avenue, and on the west by land of Benjamin Shaffer, containing 1 acre more or less, having thereon erected a two story dwelling house.

63. **Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows:** **The** other thereof on the north by land of Thomas A. Shoemaker, on the east by land of A. G. Morris, on the south by land of Robert Valentine, and on the west by land of John P. Harris, Samuel Robertson, J. D. Shugert Estate, William B. Rankin, Thomas Rhoads and B. Shaffer, containing 5 acres more or less.

The aforesaid two last described tracts of land being the same tracts of land which James P. Coburn, trustee, by his deed of conveyance bearing date June 28, 1902, did con-

vey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 87, page 250.

64. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded as follows: **Beginning** at the northeast corner of land formerly sold to A. G. Morris, now of the American Lime and Stone Company, on the west side of the State Road leading from Bellefonte to Milesburg, thence north 5 degrees 30 minutes east along west side of said road 135 feet to a post, thence north 4 degrees west along said road 100 feet to a point on west side of said road opposite to and in line with the walls of the lower or eastern end of the old canal lock, thence north 81 degrees west along other land of the parties of the first part hereto 100 feet more or less and by the walls of said canal lock to the eastern side of the right of way of the Central Railroad of Pennsylvania, thence south 4 degrees and 30 minutes west 225 feet along the eastern side of the right of way of said railroad to land formerly sold to A. G. Morris aforesaid, thence by said last mentioned land south 80 degrees and 30 minutes east 107 feet to the place of beginning, containing 87 square rods more or less, and being the same tract of land which Frank McCoy and others by their deed of conveyance bearing date December 3, 1910, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County in Deed Book 108, page 642.

65. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post, thence along land of Thomas Jennings, Thomas Rote and Thomas, Trustees, south 58 degrees west 93.2 perches to a post, thence along a 40 foot street north 27 degrees 45 minutes west 20.6 perches to a post, thence along land of William A. Thomas' Trustees south 60 degrees west 52 perches to a post, thence along Public Road north 32 degrees 30 minutes west 24.6 perches to a post, thence along land of William A. Thomas' Trustees, north 60 degrees east 127.8 perches to a post, thence along land formerly of Potts and Shoemaker, south 42 degrees 35 minutes east 43.2 perches to the place of beginning, containing 30 acres and 115 perches more or less.

66. Also all that certain tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and de-

scribed as follows: **Beginning** at a post, the starting point of the above mentioned premises, thence along the line of land first above described 319 feet to a point, thence north 68 degrees east 668 feet to a point, thence south 24 degrees 50 minutes east to a point on the northerly line of the right of way of the Bellefonte Central Railroad, thence extending along said northerly line of said right of way west to line of land now or late of William Jennings, and thence along the same 270 feet, more or less, to beginning, **excluding** therefrom any railroad rights of way.

67. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: 1. **Beginning** at east corner of lot now or late of A. B. Snyder, thence north 45 degrees west along line of said lot 393 feet to the north corner of said lot, thence north 66 degrees east along land now or late of James R. Alexander 120 feet to a post, thence south 45 degrees east 393 feet to a post, thence south 66 degrees west along lands of the estate of William A. Thomas, deceased, 120 feet to the place of beginning, containing 1 acre neat measure.

68. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: 2. **Beginning** at a stone corner, thence north 45 degrees west 393 feet to a post, thence north 66 degrees east 120 feet to a post, thence south 45 degrees east 393 feet to a post, thence south 66 degrees west 120 feet to the place of beginning, containing 1 acre neat measure.

69. **Also all that certain** lot or tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: 3. **Beginning** at the east corner of lot now or late of William and Joseph Wolf, thence north 45 degrees west along line of lot 393 feet to the north corner of said lot, thence north 66 degrees east along land of J. R. and C. P. Alexander 120 feet to a post, thence south 45 degrees east 393 feet to a post, thence south 66 degrees west along land of William A. Thomas Estate 120 feet to the place of beginning, containing 1 acre neat measure.

The aforesaid five last described lots and tracts of land being the same lots and tracts of land which Alexander G. Morris by his deed of conveyance bearing date October 29, 1917, did convey unto the American Lime and Stone Com-

pany and said deed of conveyance is recorded in Centre County in Deed Book 120, page 117.

70. Also all those two certain pieces or parcels of land as follows:

(a) **One thereof** situate in the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a post on the northern side of the public road leading from Bellefonte to Colesville, thence along land formerly of Shoemaker and Scott, later of Bellefonte Furnace Company, North twenty-five and one-half degrees West four hundred and forty feet more or less to land or right-of-way of the Bellefonte Central Railroad Company, thence by said land or right-of-way of said Railroad Company, the next four following courses and distances, viz: First, North sixty-one and one-half degrees East, one hundred and ninety-four feet; second, thence North seventy and one-half degrees East eighty feet; third, thence North eighty-eight and one-half degrees East, one hundred and forty-two and five-tenths feet; and fourth, thence South eighty-three and one-half degrees East two hundred and sixty-eight feet, more or less, to other land of the Bellefonte Central Railroad Company, thence along said other land of the said Bellefonte Central Railroad Company, South twenty-seven and one-half degrees East one hundred and ten feet to land formerly of William P. Duncan, later of the Estate of William A. Thomas, deceased, to a point heretofore designated as the South side of Iron Alley, thence along said last above mentioned land on a line heretofore designated as the South side of Iron Alley, South sixty-five degrees West three hundred and ninety-two and five-tenths feet, more or less, to a post, and thence by said last above mentioned land South twenty-seven and one-half degrees East one hundred and fifty feet to a post on the northern side of the aforesaid public road, and thence along the northern side of said public road South sixty-five degrees West two hundred and forty feet, more or less, to the place of beginning; containing four acres and sixty-six perches, more or less.

(b) **And the other thereof** situate partly in the Borough of Bellefonte and partly in the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a stone on the north side of the public road leading from Bellefonte

to Coleville, seventy-five feet westwardly from a marked white oak; thence by land of the American Lime and Stone Company North twenty-seven and one-half degrees west one hundred and eighty feet to a point heretofore designated as the North side of Iron Alley, a corner of land of the Bellefonte Central Railroad Company; thence by said land of said Railroad Company South sixty-five degrees West, two hundred and forty-seven and one-half feet to a point on land formerly of T. A. Shoemaker; thence by said land formerly of said Shoemaker South twenty-seven and one-half degrees East thirty feet to a point designated as the south side of Iron Alley; and thence by land formerly of said Shoemaker South sixty-five degrees West, three hundred and ninety-two and one-half feet more or less, and South twenty-seven and one-half degrees East, one hundred and fifty feet to a post on the North side of the aforesaid public road; and thence by said road North sixty-five degrees East six hundred and forty feet more or less, to the place of beginning; Containing two acres and fifty-nine perches, more or less.

Being the same two tracts of land which Titan Metal Company, a corporation under laws of the State of Pennsylvania, by deed of conveyance bearing date January 10, 1918, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 119, page 426.

71. Also all that certain strip of land situate partly in the Borough of Bellefonte and partly in Spring Township, Centre County, Pennsylvania, described as follows: **Beginning** at an iron pin in the centre of the railroad track formerly owned by the Central Railroad Company of Pennsylvania at a point on the projected centre of West Beaver Street where the said projected street would cross the railroad track; thence in a Northerly direction by the old railroad bed to the connection with the Pennsylvania Railroad on what is known as the Armor Gap branch near and South of the Old Chain Works and being ten (10) feet wide on each side of said centre line and being a strip of land twenty (20) feet in width clear through.

Excepting and reserving nevertheless the water way from what is known as the Lime Kiln Dam in Spring Creek into the race or old canal under the railroad, which said water way is to be kept open as it then was with the right also of egress, ingress, regress etc. for the purpose of

making repairs and improvements to the same at all times without let or hindrance.

Being the same tract of land which Eleanor A. McCoy (widow) Anna A. McCoy, et al., by deed of conveyance bearing date January 23rd, 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 120, Page 568.

72. Also all those two certain messuages, tenements and tracts of land, as follows, to wit:

(a) **One thereof** situate in the Borough of Bellefonte and the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a point in the centre line of what has heretofore been the Furnace Branch of the Central Railroad Company of Pennsylvania in the public road leading from Bellefonte to Coleville, and on the line of the Bellefonte Central Railroad Company's land and land formerly of T. A. Shoemaker, North seventy-four degrees and ten minutes East sixty feet to a point twenty feet from the centre line of the said Furnace Branch of the Central Railroad Company of Pennsylvania, measured at right angles to the aforesaid centre line; thence following a curve to the right of 739 feet radius, parallel with and twenty feet from the centre line of what has heretofore been the aforesaid railroad one hundred and twenty-two feet; thence South sixty-one degrees and forty minutes west, four hundred and sixty-five feet; thence following a curve to the right with radius of 2884 feet one hundred and thirteen and five-tenths feet to the line of lot formerly of Harry Crissman; thence crossing the aforesaid railroad, North twenty-five degrees West, seventy-eight feet; thence South sixty-five degrees West, fifty feet; thence South twenty-five degrees East, seventy-seven feet to the South side of the Railroad and twenty feet from the centre line; thence following a curve to the right of 2884 feet radius and twenty feet from the centre line fifty-three feet; thence South sixty-six degrees West, two hundred and nineteen feet; thence following a curve to the left with a radius of 3417 feet, four hundred and thirty-five feet; thence following a curve to the left with a radius of 458 feet two hundred and eighty-nine and five-tenths feet to the line of or formerly of James E. Conroy; thence across the Railroad along the line of or formerly of James E. Conroy, North fifteen

degrees and fifteen minutes West, two hundred and forty feet to the line of or formerly of the Bellefonte Furnace Company, in the public road leading from Bellefonte to Coleville; thence North sixty-four degrees and forty minutes East along lands of or formerly of the Bellefonte Furnace Company, Thomas A. Shoemaker, William B. Duncan, William A. Thomas Estate and the Bellefonte Glass Company, twelve hundred and sixty-two feet to the land of the Bellefonte Central Railroad Company; thence North seventy-four degrees and ten minutes East along land of the Bellefonte Central Railroad Company three hundred and seventy feet to the place of beginning. Containing four acres, more or less. The premises above described being the same premises which Thomas A. Shoemaker and Augusta C., his wife, and The Bellefonte Furnace Company, by their Indenture dated the twelfth day of August, A. D. 1912, and recorded in the office for the recording of deeds, &c. in and for the said County of Centre, in Deed Book 113, page 340, did grant and confirm unto the Central Railroad Company of Pennsylvania, and to its successors and assigns, as relation being thereunto had will more fully and at large appear. It being understood and agreed that the above descriptions are intended to conform to the boundary line between it and land formerly conveyed by Thomas A. Shoemaker, et ux. to G. Edward Haupt and Margaret H. Brown, by deed dated February 22, 1912, and recorded in the aforesaid Recorder's office in Deed Book Vol. 112, page 562, &c.

(b) **And the other thereof** situate and being on the South side of public road leading from Bellefonte to what was formerly the Bellefonte Furnace Company's furnace in the Borough of Bellefonte, County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a post on said road between lots Nos. 19 and 20, twenty feet from the centre of said road; thence along said road South sixty-four degrees East fifty feet to a post; thence along a street South twenty-six degrees West, seventy-seven feet to a post; which is twenty feet on South side of centre line of what has heretofore been the Central Railroad Company of Pennsylvania's track leading from Bellefonte to Bellefonte Furnace Company's furnace; thence parallel with the said track and twenty feet distant from its centre line fifty feet to a post; thence North twenty-six degrees East by line of lot No. 21, seventy-seven feet to the place of beginning. Being part of lot No. 20 on the

plot or plan of Scott & Shoemaker's Addition. Containing three thousand nine hundred square feet.

Being the same two tracts of land which Charles F. Schibener, by deed of conveyance bearing date January 29th 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 121, page 102.

73. Also all that certain messuage, tenement and piece of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows: **Beginning** at a post on Southeast corner of lot of Joseph F. Williams; thence along said lot North Eleven (11) degrees and thirty (30) minutes West four hundred and sixteen (416) feet to land of Thomas Collins; thence by said land of Thomas Collins North sixty-seven (67) degrees forty-five (45) minutes East two hundred thirty-eight (238) feet to lot of Robert Valentine; thence along said lot South eleven (11) degrees and thirty (30) minutes East four hundred and sixteen (416) feet to a common corner of lots of Amelia P. Rhoades and Robert Valentine; thence South sixty-seven (67) degrees and forty-five (45) minutes West along lot of Amelia P. Rhoades two hundred and thirty-eight (238) feet to the place of beginning.

Containing two acres and forty-two perches.

Being known and designated as lot No. 27 in the general plan of the Second Addition by Shugert and Harris to the Borough of Bellefonte.

Being the same tract of land which John P. Harris, by deed of conveyance bearing date February 8, 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 121, page 103.

74. Also all that certain messuage, tenement and tract or piece of land, situate in the Borough of Bellefonte, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a post in the centre of the public road leading from Bellefonte to Coleville, thence along the centre line of said public road North seventy two degrees fifty two minutes East four hundred and seventy five feet to a post, thence by land formerly vested in Daniel Rhoads, Surviving Trustee under the last will and testament of William A. Thomas, deceased, and by the centre line of a street known as First Street, leading

to Limekiln formerly of McCalmont & Co., now of the said American Lime and Stone Company, North twenty two degrees forty four minutes West one hundred and seventy two feet to a post, thence by other land formerly vested in the said Daniel Rhoads, Surviving Trustee as aforesaid, and by land formerly of the Bellefonte Glass Company, South sixty six degrees forty one minutes West four hundred and seventy three feet to a post, thence by land formerly conveyed to the Bellefonte Glass Manufacturing Company, now or formerly used as a roadway, South twenty two degrees fifty one minutes East, one hundred and sixteen and five-tenths feet to the place of beginning, containing one acre and eighty six and eight-tenth perches, more or less.

Being the same tract of land which Bellefonte Central Railroad Company, by deed of conveyance bearing date March 5th, 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 121, page 284.

75. Also all that certain messuage, tenement and piece or parcel of land situate in the Township of Spring, in the County of Centre, and State of Pennsylvania, (at one time being a portion of what is known as The Milesburg Iron Works property) the said premises hereby conveyed being bounded and described, as follows, to wit: **Beginning** at an Iron Pin at Public Road; thence along said Road North fifty-two (52) degrees and fifteen (15) minutes West one hundred and twenty-eight (128) feet to abutment of Iron Bridge; thence North seventy-eight (78) degrees East seven hundred and eighteen (718) feet to a post at or near Switch; thence along what has heretofore been right-of-way of the Central Railroad Company of Pennsylvania South seventy-one (71) degrees West four hundred and fifty (450) feet to a post; thence along same South sixty-five (65) degrees West one hundred and ninety-two (192) feet to the place of beginning; Containing one hundred and eleven and one-half ($111\frac{1}{2}$) perches together with the right to take water from Spring Creek through a three (3) inch pipe under proper and reasonable conditions and restrictions for the purpose of supplying the engines of said Railroad Company, its successors and assigns.

Being the same tract of land which Charles F. Schibener, by deed of conveyance bearing date April 9th, 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 120, page 636.

76. Also all that certain piece of land situate in the West Ward of the Borough of Bellefonte, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **B**eginning at a corner on the line dividing the laws of the said Railroad Company and the American Lime & Stone Company at the intersection of the North side of Iron Alley with the said dividing line; thence along the North side of Iron Alley South sixty-three (63) degrees thirty-two (32) minutes West two hundred fifty-three (253) feet to a corner; thence North twenty-two (22) degrees fifty-eight (58) minutes West for seventy-two (72) feet to a corner; thence North eighty-six (86) degrees West for eight (8) feet to a corner; thence North sixty-three (63) degrees thirty-two (32) minutes East one hundred sixty-seven (167) feet to a corner; thence North seventy-three (73) degrees twenty-seven (27) minutes East for ninety-three (93) feet to a corner on the dividing line between lands of the said Railroad Company and the lands of the said American Lime & Stone Company; thence along said dividing line South twenty-two (22) degrees fifty-eight (58) minutes East for sixty (60) feet to the place of the beginning; Containing sixty-six (66) perches; which said piece of land is shown, colored green, in the plat or map accompanying the deed.

Being the same tract of land which Bellefonte Central Railroad Company, by deed of conveyance bearing date April 17, 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 121, page 285.

77. Also all those certain premises situate in the Borough of Bellefonte, County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **B**eginning at the Northeast corner of the property of H. M. Underwood on the public road, thence South sixty-six degrees forty-one minutes West one hundred forty-five and five-tenths feet, thence South twenty-four and one-half degrees East twenty-eight feet, thence by a line parallel with the first line, namely, North sixty-six degrees and forty-one minutes East one hundred forty-five and five-tenths feet to a post, thence North twenty-one degrees forty-four minutes West twenty-eight feet to the place of beginning.

Being a strip of land one hundred forty-five and five-tenths (145.5) feet long and twenty-eight (28) feet wide,

being the northern part of the premises which the Trustees of the Estate of William A. Thomas, late of the Borough of Bellefonte, deceased, conveyed to H. M. Underwood by their deed dated October 29, 1915, recorded at Bellefonte in Deed Book Volume 117, page 306, etc.

Being the same tract of land which H. M. Underwood, by deed of conveyance bearing date July 1, 1919, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 123, Page 13.

78. Also all that certain lot or piece of ground situate in the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a stake on the south-western side of the right of way of the Bellefonte Central Railroad Company at Station 26+28, thence crossing Buffalo Run and along other land of the parties of the first part (on which other land are erected eight double dwelling houses) the said line running from said last above mentioned stake North sixty four degrees forty minutes East three hundred and forty five feet and five inches to a stake, and said line thus running at a distance of thirty three feet northwardly from the line of the front walls of the three of said houses that front northwardly but are in the rear of the five other houses which five other houses front on the public road leading from Coleville to Bellefonte; thence along land formerly of the Titan Metal Company now of the said American Lime and Stone Company North twenty four degrees fifty minutes West two hundred and three feet and eight inches to a stake; thence curving toward the left on a curve whose radius is nine hundred and thirty five and four-tenths feet and concentric with the centre line of the Bellefonte Central Railroad Company a distance of three hundred and ninety five feet to the place of beginning.

Being the same tract of land which, with certain water rights reserved as expressed in the deed, J. Norman Sherer, by deed of conveyance bearing date of August 7, 1919, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 121, page 474.

79. Also all that certain messuage, tenement and tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows, to wit: **Beginning**

at a post one hundred and ninety (190) feet from the Southwest corner of a piece of land formerly belonging to John L. Kurtz and now to the Bellefonte Furnace Company North twenty-seven (27) degrees West along land of the Bellefonte Furnace Company ninety-four (94) feet to a post at Amos Garbrick's lot, thence South thirty-four (34) degrees and forty-five (45') minutes West along land of Amos Garbrick two hundred and twenty (220) feet to a post on line of right of way belonging to the Bellefonte Furnace Company, thence North sixty-two (62) degrees East along aforesaid right of way one hundred and ninety-five (195) feet to the place of beginning, **containing** nine thousand one hundred and fifty-seven (9157) feet, being part of a larger tract of land conveyed to Amos Garbrick recorded in Book "U" No. 2, page 501.

Being the same tract of land which Amos Garbrick by deed of conveyance dated June 19, 1920, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 123, page 480.

80. Also all that certain message, tenement and tract or piece of land, situate in the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: Beginning at a stake on the southwestern side of the right of way of the Bellefonte Central Railroad Company at Station 26+28; thence South nineteen degrees forty six minutes West one hundred and fifty five feet to a stake being on the right of way line of the Bellefonte Central Railroad; thence South eight degrees fifteen minutes East one hundred and thirty four feet to a stake; thence North seventy three degrees forty five minutes East eighty six feet to a stake; thence North sixty four degrees forty minutes East along and parallel with the public road leading from Coleville to Bellefonte, four hundred feet to a stake; thence by land formerly of Thomas A. Shoemaker now of the said American Lime and Stone Company North twenty four degrees fifty minutes West two hundred and forty nine feet and four inches to a stake; thence along land formerly of the parties of the first part hereto, now of the said American Lime and Stone Company, party of the second part hereto, previously conveyed by a deed from the said parties of the first part hereto to the said parties of the second part hereto, dated the seventh day of August, A. D. 1919, and recorded in the office for the recording of deeds, &c. in and for the said

County of Centre in Deed Book 121, page 474, &c, South sixty four degrees forty minutes West three hundred and forty five feet and five inches to the place of beginning. Thereon erected eight double dwelling houses.

Being the same tract of land which, with certain water right reservations, J. Norman Sherer, by deed of conveyance bearing date June 28, 1920, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book 123, page 511.

81. **Also all those five certain** messuages, tenements and tracts of land, situate in the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: No. 1. **One thereof beginning** at a point in the public road leading from Bellefonte to the village of Coleville; thence along said public road north seventy-four degrees east sixteen perches; thence along other lands formerly of the estate of William A. Thomas, deceased, south sixteen degrees east seventy-six and one-half perches to lands of or formerly of John Bland and others; thence by the latter south seventy degrees west forty-one perches to lands formerly of John Garbrick and others; thence north twenty-eight and one-half degrees west forty-six and one-fourth perches to lands formerly of public road; thence north twenty-nine degrees east forty-eight and one half perches to place of beginning, containing nineteen and one-half acres and sixty-two perches, net measure.

Excepting and reserving therefrom and thereout, however, all that certain lot of ground formerly of James E. Conroy, bounded and described as follows: Beginning at a point in the public road leading from Bellefonte to Coleville on the line between land formerly of the William A. Thomas Estate and the Fair Ground property; thence south seventy-four degrees west to the northwest corner of the office belonging to and formerly used as an office at the entrance gate to said Fair Ground; thence northwest by the side of said office as located on the ground to a tree at the foot of the hill, or where the road down hill terminates at the water tank, and on the east side of said road; thence by line parallel with front line north seventy-four degrees east to intersect the line formerly of the Thomas Estate; thence along the same north sixteen degrees west to the place of beginning.

Also excepting and reserving therefrom and thereout all that certain messuage, tenement and tract of land known

as the Bellefonte Central Railroad Car Shop property, in so far as it falls within the lines of the above described tract, which Car Shop property is fully described in a certain deed from the Bellefonte Furnace Company to the Bellefonte Central Railroad Company, dated February 1, 1909, and recorded in the aforesaid Recorder's Office in Deed Book 101, page 381 &c.

No. 2. One other thereof being a portion of the above reserved lot of ground formerly of James E. Conroy, the portion hereby conveyed being bounded and described as follows: **Beginning** at a point in what was formerly the centre line of the Furnace Branch of the Central Railroad Company of Pennsylvania and on the line of land of or formerly of Thomas A. Shoemaker, and lands formerly owned by James E. Conroy, deceased; North fifteen degrees and fifteen minutes west thirty one feet to a point twenty feet from the aforesaid centre line measured at right angle thereto; thence following a curve to the left with a radius of four hundred ninety eight feet parallel and twenty feet from what was formerly the centre line of the aforesaid railroad, one hundred and sixteen feet to the line of land formerly of Mary A. Conroy, formerly of James E. Conroy, deceased, and land formerly of the Bellefonte Furnace Company; thence across what was formerly the railroad north seventy five degrees east along lands formerly of the Bellefonte Furnace Company sixty eight feet to the line of land formerly of Thomas A. Shoemaker; thence along lands formerly of Thomas A. Shoemaker North fifteen degrees and fifteen minutes west sixty four feet to the place of beginning, containing three thousand four hundred and sixty two square feet.

No. 3. One other thereof bounded and described as follows, to wit: **Beginning** at a Wild Cherry, thence South fifty four degrees East, two hundred thirty feet to another Wild Cherry; thence South forty-five degrees West, two hundred sixty two feet to a post; thence on a straight line to the place of beginning, being a triangular piece of land.

No. 4. One other thereof bounded and described as follows, to wit: **Beginning** at a stone on the line between the lands of or formerly of Amos Garbrick and formerly of the Bellefonte Furnace Company; thence by land of or formerly of the said Amos Garbrick south sixty and one-fourth degrees west eight and four-tenths rods to a cedar

tree; thence by same south sixty degrees west sixteen and eight-tenth rods to a stone; thence by same south forty nine and one-fourth degrees west twenty six rods to a stone; thence by same south thirty three and one-half degrees west five and two-tenths rods to a stone; thence by land or or formerly of William Humes Estate south fifty two degrees east one rod to a stone; thence by land of or formerly of Amos Garbrick on a line twenty feet from what was formerly the centre of the railroad leading to the furnace, north fifty one degrees east nineteen and eight-tenths rods to stone; thence by same north fifty and one-fourth degrees East nine rods to a stone; thence by same north sixty three and three-fourths degrees east seventeen and six-tenths rods to stone; thence diverging from the line of railroad and by land of or formerly of Amos Garbrick south thirty five degrees east seven and five-tenths rods to stone; thence by land of or formerly of the Bellefonte Furnace Company north seventy degrees east eight and five-tenths rods to a stone; thence by same north twenty eight degrees west eleven and five-tenths rods to the place of beginning, containing one hundred and fifty four perches.

No. 5. Also all right, title and interest of the party of the first part hereto, of, in and to all that certain messuage, tenement and tract of land, situate in the Township of Spring, in the County of Centre and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a post one hundred and ninety feet from the south west corner of a piece of land formerly belonging to John L. Kurtz and later to the Bellefonte Furnace company, north twenty seven degrees west along land formerly of the Bellefonte Furnace Company ninety four feet to a post at a lot of or formerly of Amos Garbrick; thence south thirty five degrees and forty five minutes west along land of or formerly of Amos Garbrick two hundred and twenty feet to a post on line of what was formerly a railroad right of way strip formerly belonging to the Bellefonte Furnace Company, thence north sixty two degrees east along afore-said right of way strip one hundred and ninety five feet to the place of beginning, containing nine thousand one hundred fifty seven square feet.

Being the same five tracts of land which John Lowber Welsh, Jr., by deed of conveyance bearing date June 30, 1920, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book 123, page 509.

82. All those certain two messuages, tenements and tracts of land situate in Patton Township, Centre County, Pennsylvania, bounded and described, as follows: No. 1. **Beginning** at a stone on the Northern side of the right of way of the Bellefonte Central Railroad, upon what is known as the Green farm, thence along said right of way of said Railroad South sixty-nine and one-half ($69\frac{1}{2}$) degrees West fifty-three (53) rods to a stone, thence North twenty (20) degrees West six (6) rods to a stone, thence North sixty-nine and one-half ($69\frac{1}{2}$) degrees East fifty-three (53) rods to a stone, thence North twenty (20) degrees West one hundred and sixty-five (165) feet, thence North twenty-eight (28) degrees West three hundred and sixty-three (363) feet, thence North forty (40) degrees West one hundred and thirty-eight (138) feet, thence North fifty-one (51) feet, thence North fifty-one (51) degrees West five hundred and twenty-eight (528) feet, thence North fifty-three (53) degrees West five hundred and twenty eight (528) feet, thence North fifty (50) degrees West three hundred and sixty-three (363) feet, thence North forty-five and three-fourths ($45\frac{3}{4}$) degrees West five hundred (500) feet, thence North forty-eight and one-half ($48\frac{1}{2}$) degrees West to the middle line of the good lime stone vein upon the said Green farm, thence in a northeasterly direction by the centre line of the said lime stone vein one hundred (100) feet, thence from the centre line of the said lime stone vein South forty-eight and one-half ($48\frac{1}{2}$) degrees East three hundred and fifty (350) or thereabouts, thence South forty-five and three-fourths ($45\frac{3}{4}$) degrees East five hundred (500) feet, thence by a course at right angles with the last mentioned course seventy (70) feet, thence South fifty (50) degrees East three hundred and sixty-three (363) feet, thence South fifty-three (53) degrees East five hundred and twenty-eight feet, thence South fifty-one (51) degrees East five hundred twenty-eight (528) feet, thence South forty (40) degrees East one hundred and thirty-eight (138) feet, thence South twenty-eight (28) degrees East three hundred sixty-three (363) feet, thence South twenty (20) degrees East one hundred and sixty-five (165) feet, thence South twenty (20) degrees East six (6) rods, thence South sixty-nine and one-half ($69\frac{1}{2}$) degrees West thirty (30) feet to the place of beginning.

No. 2. Also all that certain messuage, tenement and tract of land five hundred (500) feet wide extending across

the Green Estate and bounded as follows: By a line one hundred and fifty (150) feet to the Northwest by a centre line of the good lime stone vein upon the said Green Estate, and by a line parallel to the aforesaid line three hundred and fifty (350) feet to the Southeast of the said centre line of the said lime stone vein and extending in a Northeasterly and Southwesterly direction to the boundary lines of the said farm. The said tract including in its boundaries a portion of the tract No. 1 hereinbefore described, containing approximately forty-one (41) acres.

Being the same two tracts of land which Elizabeth D. Green et al., by deed of conveyance bearing date July 13, 1920, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 127, page 122.

83. Also all that certain messuage, tenement and tract of land situate in Spring Township, Centre County, Pennsylvania, bounded and described as follows, to wit: Beginning at a post, thence along land of American Lime and Stone Company North forty-five (45°) degrees East fifty-three (53) perches to post; thence along land now or formerly of Conrad Miller South twenty-three (23°) degrees forty (40') minutes East ninety-one and three-tenth (91.3) perches to post on the West of the Right of Way formerly of the Central Railroad of Pennsylvania; thence along land of Armor Estate South fifty-nine and three-fourth ($59\frac{3}{4}^{\circ}$) degrees West fifty-four and fifty-four one-hundredths (54.54) perches to post; thence North seventy and one-fourth ($70\frac{1}{4}$) degrees West twenty and thirty-six one-hundredths (20.36) perches to post and stone; thence across said Right of Way North fifty-three and three-fourths ($53\frac{3}{4}^{\circ}$) East fourteen and fourteen one hundredths (14.14) perches to stone; thence North eighty (80°) degrees West nineteen and fifty-seven one-hundredths (19.57) perches to post the place of beginning, containing fourteen (14) acres sixty-seven and thirty-two hundredths (67.32) perches net measure.

Excepting and reserving thereout all lime stone; and in case ledge of good lime stone is determined to be in said premises it was agreed to purchase same at an additional consideration of thirty-five hundred dollars, for which deed to be delivered for same.

Being the same tract of land which Monroe Armor (widower) Amanda T. Miller, et al., by deed of conveyance

bearing date July 26, 1920, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Centre County, in Deed Book Vol. 124, page 481.

84. Also all the certain personal property, goods and chattels which Joseph M. Brockerhoff by Bill of Sale, bearing date May 15, 1920, and recorded in Centre County, in Miscellaneous Book Vol. U, page 248, did convey unto the American Lime & Stone Company, said personel property goods and chattels now remaining and being, as to part of the railroad track mentioned in the said Bill of Sale, on right of way obtained from Monroe Armor, et al., and the said American Lime & Stone Company, and, as to the residue of said personal property, on a certain tract of land situate in the Township of Spring, in the County of Centre and State of Pennsylvania, which said tract of land containing one hundred and thirty three acres more or less is described in a certain Indenture dated the twenty-ninth day of November, A. D. 1913, between Mary H. Miller and Julia Mignot, of the first part thereto, and Conrad Miller and John Mignot, then trading and doing business as the Empire Lime Kilns, of the second part thereto, recorded in the office for the recording of deeds, &c. in and for the said County of Centre, in Miscellaneous Book Vol. T page 610, &c., and being property title to which, among other things, became vested in the said Joseph M. Brockerhoff by two certain deeds, one thereof dated the thirty-first day of December, A. D. 1919, from Wilfrid I. Miller, Guardian of Conrad Miller, to John Mignot, recorded in the aforesaid Recorder's Office in Miscellaneous Book Vol. U, page 124, &c. and the other thereof dated the fourteenth day of February, A. D. 1920, from John Mignot and Julia, his wife, to the said Joseph M. Brockerhoff, recorded in the aforesaid Recorder's Office in Deed Book Vol. 123, page 278, &c; and being personal property mentioned in a certain Indenture of Lease dated May 15, 1920 and recorded in Centre County in Micellaneous Book Vol. U. page 249 from the said Joseph M. Brockerhoff, Henry Brockerhoff and the Commonwealth Trust Company, of Harrisburg, Pennsylvania, Trustee of Margaret Brockerhoff and the said Henry Brockerhoff under the last will and testament of Andrew Brockerhoff, deceased, to the said American Lime and Stone Company, leasing the right and privilege of taking all the limestone upon three certain tracts of land situate in Spring Township, Centre County, Pennsylvania, therein designated

as Tract No. 1, Tract No. 2, and Tract No. 3, with appurtenant rights relative thereto.

Also all that certain Indenture of Lease aforesaid dated May 15, 1920, from the said Joseph M. Bockerhoff, et al., to the said American Lime and Stone Company, etc., recorded in Centre County, Pennsylvania, in Misc. Book, Vol. U. page 249, etc.; said lessors having consented to the mortgaging of said Lease by a writing intended forthwith to be recorded.

B. Of the lands situate in Huntingdon County.

85. **Also that certain** tract of land situate in Warriors-mark Township, Huntingdon County, Pennsylvania, bounded and described as follows: **Beginning** at a pine tree near railroad bluff and on line of property of Juniata Mining Company, thence north along said line 19 degrees west 29.64 rods to a post, thence east 66.2 perches to a post, thence north $43\frac{1}{2}$ degrees east 26.2 rods to elm, thence north 53 degrees east 15.2 perches to a white oak, thence north $10\frac{3}{4}$ degrees east 51 perches to a post, thence south $29\frac{3}{4}$ degrees east 61.5 perches to a stone pile, thence south $25\frac{3}{4}$ degrees west 61 perches to an ash, thence north 77 degrees west 12.6 perches to a post, thence south 66 degrees west 46.5 perches to a point on west end of No. 6 bridge coping, thence north $66\frac{3}{4}$ degrees west 46.2 perches to white pine and place of beginning, containing 37 acres and 9 perches, and being the same tract of land which A. A. Stevens and Sarah C., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County in Deed Book U 4, page 350.

86. **Also all that certain** tract of land situate in Franklin Township, now Spruce Creek Township, Huntingdon County, Pennsylvania, bounded and described as follows: **Beginning** at stones, thence across the railroad and by the tract described below north $44\frac{1}{4}$ degrees east 50.7 perches to cedar, thence by land of Jesse Fisher south $36\frac{1}{4}$ degrees east 95 perches to stones, thence by lands of G. W. Stewart south $58\frac{3}{4}$ degrees west 23 perches to stones, thence south 39 degrees east 61 perches to stones, thence south $20\frac{3}{4}$ degrees east 24 perches to stones, thence $50\frac{1}{2}$ degrees east 22 perches to stones, thence south $28\frac{1}{2}$ degrees west 20 perches to stones and cedar, thence south

77 $\frac{1}{2}$ degrees west 26.6 perches to a black oak, thence north 22 degrees west 48.5 perches, thence north 39 degrees east 3.8 perches to stones, thence north 33 $\frac{1}{4}$ degrees west 17.6 perches to stones, thence south 44 $\frac{3}{4}$ degrees west 24.6 perches across the railroad to stones, thence by land of James Cullen south 51 $\frac{1}{4}$ degrees west 20.5 perches to the Little Juniata River, thence up the river north 37 $\frac{1}{4}$ degrees west 44.5 perches, thence north 30 degrees west 16.5 perches, thence north 5 $\frac{3}{4}$ degrees west 24 perches, thence north 20 $\frac{3}{4}$ degrees east 22.4 perches, thence north 25 $\frac{3}{4}$ degrees west 38 perches to the place beginning, containing 68 acres and 42 perches net measure.

Excepting and reserving those certain three strips or parcels of land, the one being in two separate parts No. 1 containing .225 of an acre more or less, and No. 2 containing .369 of an acre more or less, and the other containing .305 of an acre more or less, which Adie A. Stevens and Emma M., his wife, and Adie A. Stevens, widower, conveyed respectively on April 12, 1898, and March 16, 1900, to the Pennsylvania Railroad Company certain rights and privileges, and for certain purposes and uses as more fully set out in their deeds of conveyance recorded in Deed Books N 4, page 390, and O 4, page 474.

87. **Also all that certain tract of land** situate in Franklin Township, now Spruce Creek Township, Huntingdon County, Pennsylvania, bounded and described as follows: **Beginning** at stones near the bank of the Little Juniata River, thence across the road to Union Furnace and the railroad and along the above described tract of land north 44 $\frac{1}{4}$ degrees east 35.5 perches to stones and sugar pointer, thence by land of G. W. Stewart north 36 $\frac{1}{2}$ degrees west 44.5 perches to a hickory, thence south 20 $\frac{1}{4}$ degrees west 4 perches to stones and pointers, thence 72 $\frac{1}{2}$ degrees west 28.6 perches to a willow on the road to Union Furnace, thence along said road south 12 $\frac{3}{4}$ degrees east 22.8 perches across the railroad bridge to stones on the bank of the Little Juniata River, thence south 25 $\frac{3}{4}$ degrees east 41 perches to the place of beginning, containing 10 acres net measure.

The aforesaid two last described tracts of land being the same tracts of land which A. A. Stevens and Sarah C., his wife, by their deed of conveyance bearing date July 1, 1902 did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County in Deed Book U 4, page 350.

88. Also that certain tract of land situate in Warriorsmark Township, Huntingdon County, Pennsylvania, bounded and described as follows: Adjoining lands of the estate of Andrew Robeson, William C. Gensimere and George W. Gensimere, George K. and J. H. Shoenberger and others, and the Juniata River, containing 100 acres more or less, and known as the Robeson farm, having thereon then erected a two story log dwelling house and stone stable, and being the same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date November 17, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County, in Deed Book V 4, page 208.

89. Also all that certain tract of land situate in Franklin Township, now Spruce Creek Township, Huntingdon Co., Pennsylvania, bounded and described as follows: **Beginning** at an ash near the east or north bank of the Juniata River, thence north $25\frac{3}{4}$ degrees east 65 perches to stones, thence south 30 degrees east 113.2 perches to post, thence south $44\frac{1}{2}$ degrees 18.9 perches to stones, thence north $36\frac{1}{2}$ degrees west 44.5 perches to hickory, thence north $20\frac{1}{2}$ degrees west 4 perches to stones, thence south $72\frac{1}{2}$ degrees west 22.8 perches to a willow on bank of Juniata River, thence up and following the river north 47 degrees west 29.93 perches to the place of beginning, containing 21 acres and 100 perches and allowance, and being the same tract of land which A. A. Stevens and Sarah C., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County in Deed Book U 4, page 350.

90. Also the undivided $14/17$ interests of, in and to all that certain tract of land situate in Spruce Creek Township, Huntingdon County, Pennsylvania, bounded and described as follows: First, **beginning** at a point where the line of the property of the Estate of George W. Stewart intersects the line of the property of A. A. Stevens on the top of the hill above the quarry, thence south $56\frac{3}{4}$ degrees west 23 perches to stones at a corner of the property of A. A. Stevens, thence south 39 degrees east 61 perches to stones, thence south $20\frac{3}{4}$ degrees east 24 perches to stones, thence south $50\frac{1}{2}$ degrees east 22 perches to stones, thence along the Township Road north $82\frac{1}{2}$ degrees—to a post in

the middle of the Township Road, thence north 36 degrees west 1660 feet to the place of beginning, containing 17.5 acres.

Together with such additional land appertaining thereto as may be necessary to furnish a convenient right of way from the Township Road through bars at a point on said Township Road north of the house then occupied by Nich. Johnson, doing as little damage as possible in obtaining a reasonable grade to the line of said tract of land herein described, and **also subject** to a certain reservation as set forth in the following paragraph number 91 of this mortgage.

91. **Also the undivided 14/17 interests of, in and to all that certain** tract of land situate in Spruce Creek Township, Huntingdon County, Pennsylvania, bounded and described as follows: Second, **beginning** at a point on the Township Road leading from Union Furnace to Tyrone near a dwelling house owned by A. A. Stevens, thence south $44\frac{3}{4}$ degrees west 24.6 perches to stones, thence down along line of the railroad track and parallel with it to No. 5 Bridge, thence across said railroad track south $77\frac{1}{2}$ degrees west—to a point on the line of the property of the said A. A. Stevens, thence north 22 degrees west 48 perches to a point, thence north 33 degrees east 3.5 perches to stones, thence north $33\frac{3}{4}$ degrees west 17.5 perches to the place of beginning, containing $7\frac{1}{2}$ acres.

Reserving, however, out of these tracts of land for all times thereafter, the free and uninterrupted access to the spring thereon for the purpose of watering stock or obtaining water for domestic use, together with any necessary road to reach the same by stock or with wagons.

The aforesaid two last described tracts of land being the same tracts of land which Martha E. Stewart, widow, and others, by their deed of conveyance bearing date February 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County in Deed Book U 4, page 341.

92. **Also all that certain** tract of land in the Township of Morris, County of Huntingdon and State of Pennsylvania, bounded and described as follows, to wit: **Beginning** at a Chestnut thence by lands of Henry S. Moyer North Forty-two (42) degrees East Four Hundred and Thirty-six and five tenth (436.5) feet to a post; thence

North Twenty-three (23) degrees East Six Hundred and Fifty-nine (659) feet to a walnut; thence North Twenty-one (21) degrees West Two Hundred and Eighty-five (285) feet crossing Township Road to post and stones; thence North Thirty-four (34) degrees East Eleven Hundred and Six (1106) feet to a post; thence by lands of L. M. Hagerty South Seven (7) degrees Fifteen (15) minutes West Three Hundred and Sixty (360) feet to a post; thence North Seventy-two (72) degrees Thirty (30) minutes East Five Hundred and Fifty (550) feet to a Jack Pine (down); thence by lands of P. McGinley, now Mrs. Rose Zackarias, South Twenty-five (25) degrees West Five Hundred and Thirty (530) feet to a point at or near the Pennsylvania Railroad right of way along the Frankstown Branch of the Juniata River; thence along a curve of a radius Seven Hundred and Ninety-four and six tenths (794.6) feet a distance of Eight Hundred and Fifty-four and four tenths (854.4) feet to a point; thence south Eight (8) degrees Forty-eight (48) minutes East Five Hundred and Thirty-three and nine tenth (533.9) feet to a point; thence along a curve of a radius of Eleven Hundred and Fifty-five and six tenth (1155.6) feet a distance of Two Hundred and Seventy (270) feet to a point; thence along land formerly of the Pennsylvania Railroad Company North Eighty-eight (88) degrees West Ninety-seven (97) feet to a point; thence South Two (2) degrees West One Hundred and Sixty-five (165) feet to a point; thence South Eighty-eight (88) degrees East Seventy-eight and seven tenth (78.7) feet to a point; thence along a curve of a radius of Eleven Hundred and Fifty-five and six tenth (1155.6) feet Two Hundred and Ninety-two (292) feet to a point; thence by lands formerly of the Pennsylvania Railroad Company, now of estate of A. A. Stevens, deceased, North Eighty-four (84) degrees Thirty (30) minutes West Three Hundred and Forty-one (341) feet to a point; thence South Five (5) degrees Thirty (30) minutes West Four Hundred and Eighty-five and one tenth (485.1) feet to a point; thence South Fifty-seven (57) degrees Thirty (30) minutes West Two Hundred and Fifty-two and four tenth (252.4) feet to a point; thence South Sixty-three (63) degrees West One Hundred and Fifty-three and seven tenth (153.7) feet to a point; thence South Sixty-eight (68) degrees Thirty (30) minutes West Ninety-five and two tenth (95.2) feet to a point; thence South Eighty-four (84) degrees Thirty (30) minutes West Seventy-three and five tenth (73.5) feet to a point; thence North Eighty-nine (89) degrees West Ninety-nine and three tenth (99.3) feet to a

point; thence South Eighty-six (86) degrees West One Hundred and Two (102) feet to a point; thence South Sixty and one-half ($60\frac{1}{2}$) degrees West Eighty-eight and five tenth (88.5) feet to a point; thence South Thirty-six (36) degrees Fifty (50) minutes West One Hundred and Nineteen (119) feet to a point; thence South Twenty-six ($26\frac{1}{2}$) degrees Forty (40) minutes West Two Hundred and Two and five tenth (202.5) feet to a point; thence South Eighteen (18) degrees Fifteen (15) minutes West Forty-five (45) feet to a point; thence along a curve of a radius of Six Hundred and Three and seven tenth (603.7) feet a distance of Four Hundred (400) feet to a point; thence South Seventeen (17) degrees Three (3) minutes East Four Hundred and Sixty (460) feet to a point; thence South One (1) degree East One Hundred and Seventy (170) feet to a point; thence South Fifteen (15) degrees Forty-five (45) minutes West One Hundred and Ninety-five (195) feet to a point; thence South Twenty-two (22) degrees Thirty (30) minutes West One Hundred and Sixty-six and Eight tenth (166.8) feet to a point; thence South Forty (40) degrees Forty-five (45) minutes West Ninety-six and three tenth (96.3) feet to a point; thence South Sixty-three (63) degrees Thirty (30) minutes West Three Hundred and Twenty-six (326) feet to stones; thence by lands of the heirs of Enoch Isenberg North Twenty-six (26) degrees West Seven Hundred and Seventy-five (775) feet to stones; thence North Twenty-one (21) degrees Twenty-five (25) minutes East Five Hundred and Ninety-five (595) feet to a red oak; thence North Fifty-two (52) degrees Fifty-five (55) minutes West Six Hundred and Ten (610) feet at the Public road on lands of Henry S. Moyer; thence along the said public road and lands of Henry S. Moyer North Thirty-six (36) degrees Fifteen (15) minutes East Nineteen Hundred and Seventy-three (1973) feet to a point; thence South Sixty (60) degrees East Three Hundred and Twenty-nine (329) feet to the chestnut, the place of beginning, containing Ninety-four (94) Acres, more or less, as shown by a survey made by J. Luden Henry on the 5th day of August, A. D. 1913, a blueprint of which said survey is attached to the deed of Lewis S. Goodman et ux. dated May 11th, A. D. 1917, and recorded in the office for recording of deeds in Huntingdon County, Pennsylvania, in Deed Book C No. 6, page 348, etc.

Being the same tract of land which the Juniata Trap Rock Company, a corporation of the State of Penna., by deed of conveyance bearing date December 11th, 1918, did convey unto the American Lime & Stone Company, and

said deed of conveyance is recorded in Huntingdon County, in Deed Book F No. 6, Page 327.

93. Also all that certain tract of land situate in Spruce Creek Township, Huntingdon County, Pennsylvania, (formerly Franklin Township) bounded and described as follows: Bounded by lands of Robert Henderson on the South, by lands of E. B. Isett on the East, on the North and West by lands of the Pennsylvania Railroad Company, David Gensimore, Jesse Fisher, and lands of the American Lime & Stone Company, containing about one hundred (100) acres, more or less, and upon which is erected a large bank barn, frame dwelling house and other out-buildings.

Being the same tract of land which A. G. Morris by deed of conveyance bearing date July 14th, 1921, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Huntingdon County, in Deed Book Q No. 6, Page 15.

C. Of the lands situate partly in Huntingdon County and partly in Blair County.

94. Also all that certain tract of land situate partly in Warriorsmark Township, Huntingdon County, and partly in Snyder Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a white oak pointer on Warriorsmark road on line of Jacob Stover land, thence north 34 degrees west 129 perches along Stover's line to Bald Eagle Ridge, thence along said Ridge south $52\frac{1}{2}$ degrees west 130 perches to post at line of James Love's property, thence south 31 degrees east 87 perches along line of James Love's property to a post, thence along the same south $56\frac{1}{2}$ degrees east 45 perches to a locust, thence south $26\frac{1}{4}$ degrees east 26.4 perches to post at public road, thence south 51 degrees west 6 perches to a post, thence south 46 degrees west 40 perches to line of property of Tyrone Forges, thence south $31\frac{1}{2}$ degrees east 41.1 perches to post, thence south $18\frac{1}{2}$ degrees west 87 perches to a pine, thence south 49 degrees east 21 perches to a post, thence north 30 degrees east 89.5 perches to a hemlock, thence north $26\frac{1}{4}$ degrees east 34.8 perches to a hemlock, thence north $25\frac{1}{4}$ degrees west 22.9 perches to a pine, thence north 35 degrees east 18.2 perches to an elm, thence north $26\frac{1}{2}$ degrees west 23.6 perches to stones, thence north $33\frac{3}{4}$ degrees east 47.3 perches to a white oak, thence north 65 degrees east 24 perches to stones, thence north 42 degrees east 13 perches to stones, thence north 8 degrees east 18 perches to stones,

thence north 26 degrees east 10.8 perches to the place of beginning, containing 150 acres more or less, and being the same tract of land which A. A. Stevens and Sarah C., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County in Deed Book U 4, page 350.

Excepting and reserving therefrom that part of the aforesaid tract of land lying northwest of the Lewisburg and Tyrone Branch of the Pennsylvania Railroad recently sold by the American Lime and Stone Company to John B. Campbell, bounded and described as follows: **Beginning** at a point in the public road leading from Tyrone to Warriorsmark which point is indicated by a white oak pointer, thence by lands now or lately owned by Mrs. Elizabeth Hamer and known as the Hamer's Mill Property following the said road south $24\frac{1}{2}$ degrees west 10.4 perches to a point, and south $9\frac{1}{2}$ degrees west 12.8 perches to the line of right of way of the Lewisburg and Tyrone Branch of the Pennsylvania Railroad, thence along the said right of way south $54\frac{1}{4}$ degrees west 23.24 perches to a post, south 50 degrees west 6 perches to a post, and south $43\frac{1}{4}$ degrees west 8 perches to a post at the line of the said Mill Property, thence along the same south $65\frac{3}{4}$ degrees west 3.56 perches to a white oak corner, thence along other lands of the within grantee south $35\frac{3}{4}$ degrees west 12.66 perches to a post at the aforementioned right of way, thence along said right of way south 46 degrees west 4 perches to post, south $56\frac{1}{4}$ degrees west 8 perches to a post, south $67\frac{1}{4}$ degrees west 8 perches to a post, south $79\frac{3}{4}$ degrees west 18.16 perches to a post, and south $71\frac{3}{4}$ degrees west 14 perches to a post at the line of lands formerly of James Love's heirs, now owned by John McGowen, thence along the last named lands north $23\frac{1}{2}$ degrees west 14.2 perches to a locust corner, north $53\frac{3}{4}$ degrees west 44.76 perches to a post, and north $28\frac{3}{4}$ degrees west 85 perches to a post and stones at the line of lands of F. L. Peck, thence along the said last named lands and lands of the Sunnyside Fruit Farm north 57 degrees east 132 perches to a post and stones, a corner of lands of H. M. Stover, thence along said Stover land south $30\frac{3}{4}$ degrees east 129 perches to the place of beginning, containing 111 acres and 87 perches net measure.

95. Also all that certain tract of land situate partly in Warriorsmark Township, Huntingdon County, and partly in

Snyder Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** in Warriorsmark Township, Huntingdon County, at a post on the western side of public road leading from Tyrone to Warriorsmark, thence across said public road and along lands of A. A. Stevens, Esq., south $34\frac{3}{4}$ degrees west 20 perches to locust post, thence by same south $24\frac{1}{4}$ degrees east 24 perches to an elm stump, thence by same south 37 degrees west 18.2 perches to a pine stump, thence by same south $24\frac{1}{2}$ degrees east 22.52 perches to a hemlock stump at Logan's Run, thence by same south $28\frac{1}{4}$ degrees west 34.8 perches to a post thence by same south 32 degrees 50 minutes west 89 perches to a post, thence by same north 49 degrees west 21 perches to a post, at the bank of the Little Juniata River, thence by said river south 6 degrees west 14 perches to a post, thence by same south 13 degrees east 18 perches to a post, thence by same south 28 degrees west 15 perches to a post at or near No. 12 Bridge, thence south 55 degrees east 18 perches to a post, thence by land of C. P. Burnham's Estate north 35 edgrees east 34 perches to post and stones, thence by same north $40\frac{3}{4}$ degrees east 85.6 perches to a post, thence by other land of said grantor north $52\frac{1}{4}$ degrees west 6.56 perches to a post, thence by same north 34 degrees east 18.2 perches to a post, thence by same north $32\frac{1}{2}$ degrees east 19.6 perches to a post, thence by same north $30\frac{1}{2}$ degrees east 23.2 perches to a post, thence by same north 26 degrees east 13.8 perches to a post, thence by same north 20 degrees east 7.2 perches to a post and stones, thence by same north $42\frac{1}{4}$ degrees west 20 perches to a post, thence by same north $35\frac{1}{2}$ degrees west 43.84 perches to a post, the place of beginning, containing 39 acres be the same more or less, and being the same tract of land which A. G. Morris and Mary E., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Huntingdon County in Deed Book U 4, page 532.

Subject, nevertheless, to two certain Rights of Way, the one thereof which A. G. Morris granted on September 14, 1897, to the Central Pennsylvania Telephone and Supply Company the right, privilege and authority to construct, operate and maintain its lines of telephone and telegraph, as more fully set out in his Instrument in Writing recorded in Blair County in Deed Book 117, page 166, and the other thereof which the American Lime and Stone Company leased on May 9, 1910, to the Bald Eagle Water Company a strip

of land 5 feet in width for a distance of about 200 feet through that part of the aforesaid tract of land lying in Snyder Township, Blair County, for the purpose of laying its pipes, etc., to conduct water, as more fully set out in its Indenture of lease recorded in Blair County in Deed Book 194, page 418.

D. And of the lands situate in Blair County.

96. Also all that certain tract of land situate in Allegheny Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a post, thence north $60\frac{1}{4}$ degrees east 22.4 perches along land of Dr. Irwin, now deceased, to dead mulberry, thence $22\frac{3}{4}$ degrees east 11 perches to stones, thence north 9 degrees west 12.6 perches along lands of Blair County to a post, thence north $72\frac{3}{4}$ degrees west 36 perches along lands of Almshouse Farm to a post, thence south 15 perches to a post, thence south 5 degrees west 17 perches along lands of John H. Stiffler to Bennington Bridge, thence 4 perches to the west end of Bennington Bridge, thence south $41\frac{1}{2}$ degrees east 15 perches to the place of beginning, containing 7 acres and 4 perches, according to survey of O. M. Irvine, dated January 17, 1880, net measure, and being the same tract of land which the Funk Lime and Stone Company by its deed of conveyance bearing date January 31, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 135, page 354.

97. Also all that certain tract of land situate in Allegheny Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a point on the Hollidaysburg Branch Railroad where it is intersected by the public road leading to Carson's Valley, thence north $74\frac{1}{4}$ degrees east by other lands of John H. Stiffler 14 perches to the bank of the river, thence by same south $18\frac{1}{2}$ degrees east 43.4 perches to a hickory, thence south 7 degrees west 15.6 perches to the Bennington Bridge, thence north 86 degrees west 2.7 perches to the west side of Limestone siding, thence by west side of said siding south 23 degrees west 31 perches to the east line of the Hollidaysburg Branch Railroad, and thence by said Railroad north 7 degrees 10 minutes west 82 perches to the place of beginning, containing 7 acres and 131 perches, and being the same tract of land which Frank J. Over and Annie C., his wife, by their deed of con-

veyance bearing date June 27, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 136, page 370.

98. Also all that certain wooden building 24 by 14 feet with a building attached 10 by 9 feet, erected on a lot of ground fronting on a road leading from lime kilns to filtration beds of Altoona City, adjoining property of William Buck on the north, and property of American Lime and Stone Company on the south, and branch of Juniata River on the west, together with all the right, title and interest of the grantors in the land on which said building is erected and immediately appurtenant thereto and used in connection therewith, situate in Allegheny Township, Blair County, Pennsylvania.

99. Also all that certain right of way from said building over property owned by William Buck for a line of pipe for water supply from the pipe line of the Overseers of the Poor where the same crosses said property of William Buck, said pipe line to follow the line of the road on which said property fronts, situate in Allegheny Township, Blair County, Pennsylvania.

The aforesaid two last described lots or pieces of land and right of way being the same lot or piece of land and right of way which James W. Buck et al. by their deed of conveyance bearing date May 18, 1903, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 150, page 78.

100. Also all that certain tract of land situate in Snyder Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a stone corner of land of H. A. Gripp, thence along the line of land of H. A. Gripp south 40 degrees 15 minutes west 700 feet to a post, thence along same south 41 degrees 15 minutes west 445 feet to an ash, thence along same south 66 degrees west 365 feet to a walnut, thence along same south 52 degrees 10 minutes west 263 feet to a walnut, thence along same south $32\frac{1}{4}$ degrees west 461.5 feet to a stone, thence along same north $80\frac{1}{4}$ degrees west 221 feet to post on line of other land of H. A. Gripp, formerly owned by Aaron Thomas, thence along same south $51\frac{1}{2}$ degrees east 193 feet to a stone, corner of other land of A. G. Morris, thence along line of

land of A. G. Morris north 74 degrees east 703 feet to a post in center of Elk Run, thence along center of said Run north 37 degrees east 145 feet, thence along same north 86 degrees east 297 feet, thence north $64\frac{1}{2}$ degrees east 99 feet, thence north $35\frac{1}{2}$ degrees east 445 feet, thence north 62 degrees east 165 feet the point where the said Run empties into the Little Juniata River, thence along the bank of said river north $18\frac{1}{2}$ degrees east 148 feet, thence along same north $23\frac{1}{4}$ degrees east 115 feet, thence along other land of the parties of the first part hereto north $14\frac{1}{4}$ degrees east 212 feet to post, thence along same north $41\frac{1}{4}$ degrees east 225 feet to post, thence along same north $57\frac{1}{4}$ degrees west 31 feet to a point 20 feet east from the western rail of the railroad siding extending from the main line of the Pennsylvania Railroad to the stone quarry of A. G. Morris, thence along said siding by a line parallel with the western line of said siding and 20 feet eastward therefrom 855 feet to the right of way of the main line of the Pennsylvania Railroad, thence along said right of way north 31 degrees 50 minutes west 93.7 feet to post, thence along same north 55 degrees 13 minutes west 100 feet to a post, thence along land of H. A. Gripp south $11\frac{1}{4}$ degrees west 9 feet to post, thence along same south 37 degrees 35 minutes east 101.5 feet to post, thence along same south $28\frac{3}{4}$ degrees east 152 feet to post, thence along same by a line parallel to the above mentioned railroad siding and 20 feet westward from the western rail of said siding 750 feet to post, thence along land of said H. A. Gripp north $57\frac{1}{4}$ degrees west 251 feet to stone, the place of beginning, containing 23 acres and being the same tract of land which A. G. Morris and Mary E., his wife by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 98.

Excepting and reserving, however, a right of way for railroad tracks or siding 20 feet in width, extending from the main line of the Pennsylvania Railroad at Tyrone Forges, through, over and across the above described tract of land to the stone quarry along the Elk Run now operated by the Pittsburgh Limestone Company; And also excepting and reserving a strip of land being $10\frac{1}{2}$ feet in width and parallel to the aforementioned right of way which the American Lime and Stone Company on February 14, 1902, conveyed to A. A. Stevens, as more fully set forth in its

deed of conveyance recorded in Blair County in Deed Book 192, page 694.

101. Also all that certain tract of land, with the buildings and improvements thereon erected, situate in Frankstown Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a stake in the middle of the Township Road, and extending thence by other land of the Manor Real Estate and Trust Company north 69 degrees west 784.7 feet to an iron bolt, thence by land of the American Lime and Stone Company as follows, viz: First, north 45 degrees 15 minutes east 1297.4 feet to a post and pile of stones, and second, north 13 degrees 15 minutes west 264 feet to a post, thence by other land of the said Manor Real Estate and Trust Company, formerly land of J. King McLanahan, Jr., south 35 degrees 43 minutes east 894.2 feet to a spike in the middle of the Township Road aforesaid, and thence along the middle of said road south 42 degrees 5 minutes west 968.8 feet to the place of beginning, containing 18.88 acres more or less and being the same tract of land which the Manor Real Estate and Trust Company by its deed of conveyance bearing date October 15, 1908 did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 184, page 476.

102. Also all those certain two lots numbered 27 and 28 in the Village of Frankstown, Blair County, Pennsylvania, according to the plot of the said Village, having thereon erected four lime kilns, a pulverizing plant, one dwelling house and necessary structures, machinery, etc., and being the same two lots which J. King McLanahan, Jr., and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

103. Also all that certain tract of land situate in Frankstown Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a post on the bank of the Juniata River near the Williamsburg Branch of the Pennsylvania Railroad, thence north 9 degrees west 68 perches to stones, said line being along land late of D. C. Irwin, now the Crawford Irwin Estate, thence by land of same north 39 degrees east 100 perches to a post, thence by land of said Irwin Estate south 42½ degrees east 15.5 perches to a white

oak, thence south $10\frac{1}{2}$ degrees west 25 perches to a line, thence by land of William Brown, formerly Joseph Hileman, south $25\frac{1}{4}$ degrees west 124 perches to the place of beginning, containing 39 acres and 23 perches and allowance and being the same tract of land which J. King McLanahan, Jr., and Ella S., his wife by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Deed Book 137, page 100.

Excepting and reserving so much of a certain tract of land containing 3.697 acres that is a part of the aforesaid described tract of land, which the American Lime and Stone Company on October 15, 1908, conveyed to the Manor Real Estate and Trust Company, as more fully set forth in its deed of conveyance recorded in Blair County in Deed Book 184, page 438.

104. Also all that certain tract of land situate in Frankstown Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a stake in the northerly line of land of the Manor Real Estate and Trust Company, formerly land of Harriet E. Brown at the distance of 692 feet measured on a course bearing north 69 degrees 30 minutes west from a stake at an angle on the said line which said stake is distant 369 feet measured on a course bearing north 50 degrees west from the beginning point in the line established for the center line of the railroad of the Pennsylvania Railroad Company, known as the Petersburg Branch, in the northeasterly line of land of the Manor Real Estate and Trust Company, formerly land of Harriet E. Brown, and extending thence by said land of the Manor Real Estate and Trust Company, formerly land of Harriet E. Brown, as follows, viz: First, north 69 degrees 30 minutes west 446 feet to a stake, and Second, north 80 degrees 45 minutes west 194.7 feet to a stake, thence by other land of the said American Lime and Stone Company north 16 degrees 45 minutes east 280.5 feet to a white oak, common to the southeasterly line of land of the heirs of D. C. Irwin, deceased, and the southwesterly line of land of the Manor Real Estate and Trust Company, formerly land of J. King McLanahan, Jr., thence by the last mentioned land as follows, viz: First, south 40 degrees east 189.7 feet to a stone, and Second, north 39 degrees 15 minutes east 2826 feet to a stone, thence by other land of the said American Lime and Stone Company south 42 degrees 35 minutes east 475 feet to a stake, thence by other land of the said Manor Real Estate and Trust Com-

pany, formerly land of J. King McLanahan, Jr., as follows, viz: First, south 41 degrees 50 minutes west 1251 feet to a stake, Second, south 13 degrees 40 minutes west 264 feet to a stake, and Third, south 45 degrees 2 minutes west 1326 feet to the place of beginning, containing 34.89 acres more or less, and being the same tract of land described in the reservation contained in the deed of conveyance from the American Lime and Stone Company to the Manor Real Estate and Trust Company, and recorded in Blair County in Deed Book 184, page 438, and being the same tract of land previously described and designated as containing 30 acres and 102 perches, which embraces the northwesterly part of the tract of land containing 1 and 23/160 acres, and which J. King McLanahan, Jr., and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

105. Also all that certain tract of land situate in Frankstown Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a stake in the northwesterly line of land of the Pennsylvania Railroad Company at a distance of 30 feet measured northwestwardly from the line established for the center line of the railroad of the said Railroad Company, known as the Petersburg Branch in the northeasterly line of land of the Manor Real Estate and Trust Company, formerly line of Harriet E. Brown, and extending thence by said land and by land of A. A. Stevens or American Lime and Stone Company north 50 degrees 45 minutes west 230.7 feet to a stake in the southeasterly line of the public road which leads from Hollidaysburg to Williamsburg, thence along said road north 41 degrees east 566 feet to a stake, thence by other land of the said Manor Real Estate and Trust Company, formerly land of J. King McLanahan, Jr., south 46 degrees 45 minutes east 165 feet to a stake in the northwesterly line of land of the Pennsylvania Railroad Company aforesaid, thence by said land in a general southwesterly direction by a line parallel with the aforesaid center line and 30 feet distant northwesterly therefrom as follows, viz: First, south 33 degrees 38 minutes west 365.5 feet to a stake, and Second, by a line curving toward the west with a radius of 1403 feet a distance of 201 feet to the place of beginning, containing 2.68 acres more or less, and being the same tract of land described in the reservation contained in the deed of conveyance from the American Lime and Stone Company to the Manor Real Estate and Trust

Company, and recorded in Blair County in Deed Book 184, page 438, and being the same tract of land previously described and designated as containing 1 acre and 49 perches, which J. King McLanahan and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

106. Also all that certain triangular piece or tract of land situate in the Village of Frankstown, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a point 87 feet south from Turnpike Road leading from Hollidaysburg to Canoe Creek on the boundary line of lands owned by Albert Mentzer and Blair Mauk, thence in a southerly direction along said boundary line 63 feet to a post, thence at right angles to said boundary line 150 feet to a post, thence by a diagonal line 163 feet to place of beginning, being the same triangular piece or tract of land which J. King McLanahan and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

107. Also all that certain piece or tract of land situate in the Village of Frankstown, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a point on the right of way of the Pennsylvania Railroad on the eastern boundary of lot owned by Albert Mentzer, thence in a northerly direction along said Mentzer lot 30 feet to a point, thence in a westerly direction along other land of grantors herein 60 feet to a point, thence in a southerly direction along lot of ground owned by the James Funk Estate 30 feet to the right of way of the said Pennsylvania Railroad, thence in an easterly direction along said right of way 60 feet to the place of beginning, being the same piece or tract of land which J. King McLanahan, Jr., and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

108. Also all that certain tract of land situate in Frankstown Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a post in the south-westerly line of other land of the said American Lime and

Stone Company at the distance of 91.7 feet northwestwardly measured along said line of land from the beginning point of the first above described tract of land, thence by land of the said Harriet E. Brown as follows, viz: First south 43 degrees 25 minutes west 336.5 feet to a post, Second, south 55 degrees 15 minutes west 328 feet to a post, Third, north 42 degrees 15 minutes west 173.5 feet to a post in the southeasterly line of the Township Road leading to Frankstown, thence still by said land along the line of said Township Road north 51 degrees 30 minutes east 100 feet to a post, Second, north 54 degrees 15 minutes east 352.5 feet to a locust tree, and Third, crossing the aforesaid Township Road north 19 degrees 45 minutes west 278 feet to a post in the southwest-erly line of land of John K. McLanahan, Jr., thence by said land south 69 degrees 30 minutes east 135.5 feet to a stake, and thence still by said land and by other land of the said American Lime and Stone Company, crossing the aforesaid Township Road south 50 degrees 45 minutes east 277.3 feet to the place of beginning, containing 3.15 acres more or less, and being the same tract of land described in the reservation contained in the deed of conveyance from Harriet E. Brown and William M. Brown, her husband, to the Manor Real Estate and Trust Company.

109. Also all that certain tract of land situate in Frankstown Township, Blair County, Pennsylvania, bounded and described as follows: **Beginning** at a post on line of Rachael M. Hileman on Township Road leading from Frankstown to Hollidaysburg by way of Presbyterian Cemetery, thence south $46\frac{1}{2}$ degrees west along land of Rachael M. Hileman 60.7 perches to a stake, thence south $41\frac{1}{2}$ degrees west 33.1 perches to a stake, thence south $36\frac{1}{2}$ degrees west 126.1 perches to a stake on line of J. K. McLanahan, Jr., 75 feet southwest of white oak, thence south $43\frac{1}{4}$ degrees east along line of J. K. McLanahan, Jr., 32.5 perches to a stone post, thence north 37 degrees east 62.5 perches to stone, thence north $43\frac{1}{4}$ degrees west 9.5 perches to stones, thence north $30\frac{1}{2}$ degrees east 26.2 perches to stones, thence north $59\frac{1}{2}$ degrees west 10 perches to stones, thence north 47 degrees east 142.4 perches to a stake on aforesaid Township Road, thence north 81 degrees west along Township Road 21 perches to place of beginning, containing 32 acres and 73.7 perches more or less, being the same tract of land which J. King McLanahan, Jr., and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902 did convey unto the

American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

Subject, however, to a reservation in favor of Virginia W. Smith and William P. Smith, her husband, their heirs and assigns, of a perpetual right of way for persons and teams over and across the land thereby granted and conveyed to a small strip of land then owned by Virginia W. Smith and William P. Smith, her husband, situate between the land thereby granted and the land of S. Reed Matthews, said way to be as then used and located, but to be changed from time to time as quarrying operations necessitate so as not to unreasonably inconvenience the grantee therein, its successors or assigns, in the operation of its stone quarries.

The said tract being the same tract of land which J. King McLanahan, Jr., and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did convey unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

110. Also the grant to the free and uninterrupted use, liberty and privilege to construct and maintain a tram road as then located on and over the farm land owned by Virginia W. Smith and William P. Smith, her husband, intervening between the land hereinbefore described in paragraph 109, and the lime kilns, crushers and shipping platform, for the purpose of transporting the product of the American Lime and Stone Company's quarries to the said lime kilns, crushers and shipping platform, in the Village of Frankstown until such times as the aforesaid lime kilns, crushers and shipping platform are abandoned, on condition, however, that a suitable crossing be provided, constructed and maintained over said tram road for the exclusive use and convenience of the said Virginia W. Smith and William P. Smith, her husband, their heirs, tenants or assigns, in the carrying on of their farming operations, or for any purpose incident to the free and uninterrupted use of said land, and being the same grant which J. King McLanahan, Jr., and Ella S., his wife, by their deed of conveyance bearing date July 1, 1902, did grant unto the American Lime and Stone Company, and said deed of conveyance is recorded in Blair County in Deed Book 137, page 100.

111. Also all that certain piece or parcel of land situate in Taylor Township, County of Blair and State of Pennsylvania, bounded and described as follows, to wit, Be-

ginning at a post and stone on the West side on the Township Road leading from Dry Gap to Freedom, being a corner of lands of the grantors and Jesse L. Hartman; thence along line of land of Jesse L. Hartman, North twenty-four (24) degrees thirty (30) minutes West one thousand five (1005) feet to post and stones in a deep ravine; thence up said ravine and through lands of the grantors the following courses and distances: North sixty-two (62) degrees, East five hundred fifty-six (556) feet to a point North fifty-four (54) degrees East one hundred thirty (130) feet to a point; North forty-seven (47) degrees East two hundred sixty-nine (269) feet to a point; North thirty and three fourths ($30\frac{3}{4}$) degrees East three Hundred and thirty seven (337) feet to a Pine Oak North thirty-five and one half ($35\frac{1}{2}$) degrees East three hundred twenty-six (326) feet to a point; North fifteen (15) degrees East seventy-seven (77) feet to a point; North fifty-eight and one half ($58\frac{1}{2}$) degrees East one hundred seventy-three (173) feet to a point; North forty-eight and one half ($48\frac{1}{2}$) degrees East two hundred thirty-one (231) feet to a maple, North forty-seven and one half ($47\frac{1}{2}$) degrees East eighty-four (84) feet to a Chestnut Oak at the summit; thence down the eastern slope of Dunning's Mountain South sixty-seven (67) degrees East one thousand seventy-six (1076) feet to a post; thence continuing through lands of the said grantors, the following courses and distances; South three (3) degrees East one hundred and twenty-two (122) feet to a Chestnut Oak, South seventeen and one half ($17\frac{1}{2}$) degrees West ninety-seven (97) feet to a Chestnut Oak South twenty-five and three fourths ($25\frac{3}{4}$), West one hundred forty-one (141) feet to a locust; South forty and three fourths ($40\frac{3}{4}$) degrees West one hundred fifty (150) feet to a Red Oak, South forty-six (46) degrees West two hundred ninety-one (291) feet to a Red Oak, South thirty-four (34) degrees East one hundred six (106) feet to a locust South fifty-three and one half ($53\frac{1}{2}$) degrees West one hundred and seventy-three (173) feet to a Jack Pine, South forty-seven (47) degrees West one hundred two (102) feet to a Black Oak, South fifty-eight and one half ($58\frac{1}{2}$) degrees West sixty-eight (68) feet to a Yellow Pine South thirty-eight (38) degrees West four hundred eight (408) feet to a Black Oak, South thirty-three and one half ($33\frac{1}{2}$) degrees West two hundred and seventy (270) feet to a Locust, South twenty-seven (27) degrees West four hundred seventy-three (473) feet to a point in the aforesaid Township Road; thence along line of land of the heirs of David Showalter, formerly Adam Feight in the said Town-

ship Road, South seventy-five (75) degrees West five hundred forty-seven (547) feet to a post; thence North sixty-two and three-fourths ($62\frac{3}{4}$) degrees West one hundred fifty-one (151) feet to a stone; North fifty-seven (57) degrees West one hundred eighteen (118) feet to a post and stone, the place of beginning; containing seventy and two tenths (70.2) acres.

Being the same tract of land which William Bice, et ux, by deed of conveyance bearing date March 1, 1920, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Blair County, in Deed Book Vol. 274, Page 491.

112. Also all that certain tract of land situate on the South end of Short Mountain, in the Township of Catharine, County of Blair and State of Pennsylvania, beginning at a white oak tree corner of Howard Fornwalt and lands of William Bice; thence along said Fornwalt South Eighty-one (81) degrees Ten (10) minutes West six hundred forty-two (642) feet to a hickory, thence South eight and one half ($8\frac{1}{2}$) degrees West seventy-eight (78) feet to a walnut tree; thence along land of A. J. Patterson and the St. Clair School lot North eighty-three (83) degrees West two hundred eighty-nine (289) feet to a post; thence North fifty-one (51) degrees West two hundred sixty-nine (269) feet; thence along the Juniata River the following courses and distances: North thirty-six and one half ($36\frac{1}{2}$) degrees West eight hundred sixty-one (861) feet; North twenty-eight and one half ($28\frac{1}{2}$) degrees West six hundred five (605) feet; North forty-four (44) degrees West two hundred ninety-two (292) feet; North thirty-nine (39) degrees West three hundred seven (307) feet; North twenty-seven (27) degrees West four hundred forty-eight (448) feet to post and stones; thence along line of land now or lately belonging to E. R. Baldrige & Company, North seventy-two and three fourths ($72\frac{3}{4}$) degrees East eighteen hundred twenty (1820) feet, more or less, to a post; thence North eighteen and three fourths ($18\frac{3}{4}$) degrees West eight hundred (800) feet, more or less, to a rock oak; thence South eighty-one and one-half ($81\frac{1}{2}$) degrees East three hundred eighty (380) feet to a chestnut; thence North eighteen and one-half ($18\frac{1}{2}$) degrees East five hundred thirty-four (534) feet, more or less, to stones; thence South seventy-one and one half ($71\frac{1}{2}$) degrees East three hundred sixty-three (363) feet to a post; thence by land of Lucetta K. Thompson in a southerly direction about fifteen

hundred (1500) feet to a stone heap, corner of Homer Stewart and Thomas Wolf; thence along line of the said Thomas Wolf South sixteen (16) degrees West eighteen hundred twenty (1820) feet, more or less, to a stone pile; thence South eighty-nine (89) degrees East ten Hundred thirty-one (1031) feet to a post; thence along line of land of A. J. Patterson South forty-seven (47) degrees West sixteen hundred ninety-two (1692) feet to a post; thence along the aforesaid Howard Fornwalt twenty-three and one half ($23\frac{1}{2}$) degrees West one hundred seventy (170) feet to a white oak, the place of beginning. Containing about one hundred and eighty-two (182) acres.

Excepting and Reserving from said conveyance all that certain piece or parcel of the land hereinbefore described, containing three and fifty-three one hundredths (3.53) acres, conveyed by William Bice, et ux, the grantors therein, to Thomas Wolf, by their deed dated June 7th, 1917, and recorded in the Office of the Recorder of Deeds in and for Blair County in Deed Book Volume 248, Page 66.

Also Excepting and Reserving from said conveyance all that certain piece or parcel of the land hereinbefore described, containing about 50 acres and 72 perches conveyed by Lucetta K. Thompson to E. R. Baldrige & Company, by her deed dated the 1st day of December, A. D. 1899, recorded in said Recorder's Office in Deed Book Volume 126, Page 353, and also RESERVING AND EXCEPTING FROM said conveyance about One (1) acre of the hereinbefore described real estate conveyed by the said Lucetta K. Thompson to St. Clair Limestone Company by her deed dated the 15th day of May, A. D., 1916, and recorded in said Recorder's Office in Deed Book Volume 240, Page 405.

Being the same tract of land which J. King McLanahan, et ux, by deed of conveyance bearing date Dec. 7, 1918, did convey unto the American Lime & Stone Company, and said deed of conveyance is recorded in Blair County, in Deed Book Volume 288, Page 203.

Together with all and singular the structures, machinery, buildings, improvements, ways, woods, waters, watercourses, rights, liberties, privileges, hereditaments, and appurtenances whatsoever thereto belonging or in any-

wise appertaining, and the reversions and remainders, rents, issues and profits thereof.

Also all other real estate, land, leasehold estate and property of the Company, and all right, title and interest of the Company therein, all its easements, rights of way, mining, water, and other rights, licenses and privileges, corporate and other franchises, all contracts and choses in action and the good will of its business, now owned or hereafter acquired by the Company, and also all the engines, engine houses, boilers, works, shops and structures now or hereafter to be erected thereon, and all machines and machinery, tools and other equipment used or hereafter to be used in and about the plant or plants and property aforesaid, and all other property, real, personal and mixed, now owned or hereafter acquired by the Company together with all and singular the buildings, improvements, railroads, tramways, rolling stock, easements, rights, privileges, hereditaments and appurtenances whatsoever unto any of the hereby granted and described premises and estate belonging or appertaining, or to belong and appertain, and the reversions and remainders, rents, issues, profits and income thereof, and of the business of the Company, and all the estate, right, title and interest, possession, claim and demand of every nature and kind whatsoever of the Company, as well at law as in equity of, in and to the same, and every part and parcel thereof.

Also all and singular the tenements, hereditaments, mines, minerals, power plants, tipples, shafts, pumps, shops, dwellings and other buildings, structures, machinery, cars, locomotives and other property, appliances and equipment whatsoever of the Company, now owned or hereafter acquired by it.

Also all and singular the reversions, remainders, revenues, rents, issues and profits of the property hereby mortgaged, and all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the Company of, in and to the same, and each and every part thereof, with the appurtenances.

To have and to hold the lands and other property hereby granted and conveyed or intended to be granted and conveyed unto Trustee, its successors in the trust, and its and their assigns forever;

In trust, nevertheless, under and subject to the conditions hereinafter set forth, for the common and equal use, benefit and security of all and singular the person or persons, firm or firms and body or bodies politic or corporate

who shall from time to time be the holders of the said bonds, or the coupons appertaining to the said bonds, executed and delivered by Company and authenticated by Trustee under the terms hereof, and without preference or priority of any of said bonds over any of the others by reason of priority in date or in the time of issue, sale or negotiation thereof, or otherwise howsoever, so that each and every bond issued or to be issued hereunder shall have the same right, lien and privilege under and by virtue of this Indenture, and so that the principal and interest of each such bond, shall, subject to the terms hereof, be equally and proportionately secured hereby as if all such bonds at any time outstanding had been duly issued, sold and negotiated simultaneously with the execution and delivery of this indenture.

And it is hereby covenanted and declared that all said bonds are to be executed, authenticated and delivered, and the mortgaged and pledged property and premises are to be held and disposed of by Trustee, subject to the further covenants, conditions, uses and trusts hereinafter set forth; and for the benefit of the respective holders and registered owners from time to time of the said bonds, it is covenanted between the parties hereto as follows, viz:

ARTICLE I.

Execution, Certification and Issue of Bonds

Section 1. The aggregate amount of all bonds which may be issued and outstanding under this indenture shall not exceed Two Million Dollars (\$2,000,000) and said bonds shall be in substantially the form and of the tenor and purport above recited, with the supplemental provisions herein provided for and they shall be known as First Mortgage Sinking Fund Gold Bonds.

The said bonds shall be of such designated series, of such denominations and with such rates of interest not exceeding seven per centum (7%) per annum, as before the issue and certification thereof, shall be determined by the Board of Directors of the Company, subject to the provisions of this Indenture. The bonds of each series shall be of uniform tenor and effect except as the principal amount may vary.

The initial series shall be known as Series A, and the

bonds of said series shall bear interest at the rate of seven per centum (7%) per annum. The aggregate principal amount of the bonds included in said series shall not exceed one million one hundred thousand dollars (\$1,100,000).

Section 2. Upon the execution and delivery of this mortgage and without awaiting its recording said One million, one hundred thousand dollars (\$1,100,000) of said Series A bonds shall upon their execution by the said Company be certified and delivered by the Trustee to or upon the order or orders in writing of said Company signed by its President and Secretary under the seal of the Company, and the receipt of the said officers of the Company for such bonds so authenticated shall be full acquittance and discharge to Trustee from all liability for such authentication and delivery.

The remaining Nine hundred thousand dollars (\$900,000) of said bonds shall be certified and delivered only as provided in Article II hereof.

Section 3. In case the officers who shall have signed any of the bonds shall cease to be such officers of the Company before the bonds so signed shall have been actually authenticated and delivered by the Trustee, such bonds may, nevertheless, be adopted by the Company and be issued, authenticated and delivered, as though the persons who signed such bonds had not ceased to be such officers of the Company; and also any bonds may be signed on behalf of the Company by such persons as at the actual time of the execution of such bonds shall be the proper officers of the Company, although at the date of such bonds such persons may not have been such officers of the Company. The coupons to be attached to the bonds shall be authenticated by the fac-simile signature of the present Treasurer or of any future Treasurer of the Company, and the Company may adopt and use for that purpose the fac-simile signature of any person who shall have been such Treasurer, notwithstanding the fact that he may have ceased to be such Treasurer at the time when the bonds shall be actually authenticated and delivered.

Section 4. Only such bonds as shall bear thereon endorsed a certificate, substantially in the form hereinabove recited, duly executed by the Trustee, shall be secured by this mortgage, or shall be entitled to any lien, right or benefit hereunder, or be valid or obligatory for any purpose; and such certificate of the Trustee upon any bond executed

by the said Company shall be conclusive evidence that the bond so certified has been duly issued hereunder, and that the holder thereof is entitled to the benefit of the lien hereby created.

Section 5. Until the definitive bonds to be issued under and secured by this indenture can be prepared, the said Company may sign and seal, and the Trustee shall upon the written order of the Company certify and deliver in lieu of such definitive bonds and subject to the same provisions, limitations and conditions, temporary printed or typewritten bond or bonds, without coupons, substantially of the purport of the bond hereinbefore recited, with such changes and additions as the Trustee may prescribe or approve. Said temporary bond or bonds shall be certified by the Trustee and delivered in like manner as in this indenture provided in respect of definitive bonds hereby secured. Upon surrender to the Trustee of such temporary bond or bonds the said Company shall issue, at its own expense and the Trustee shall certify and in exchange therefor deliver, definitive bonds for the same aggregate principal sum as the temporary bond or bonds surrendered, with coupons attached for interest at the same rate from the last preceding interest period; and until so exchanged such temporary bond or bonds shall be entitled to the same security and right as definitive bonds certified and issued hereunder. As soon as the definitive bonds are ready for delivery in exchange for temporary bonds, the Company or the Trustee may insist that thereafter interest payable in respect of any temporary bond shall be paid only upon the surrender of the temporary bond in exchange for a definitive bond and upon the surrender for cancellation of the coupons attached to such definitive bond representing such interest. The temporary bonds so surrendered to the Trustee shall forthwith be cancelled by the Trustee.

Section 6. In case any bond issued hereunder, with the coupons thereto appertaining, shall become mutilated, or be destroyed, stolen or lost, the said Company may, in its discretion, execute, and thereupon the Trustee may certify and deliver, a new bond of like tenor and date, in exchange and substitution for and upon cancellation of the mutilated bond and its coupons, or in lieu of and in substitution for the bond and its coupons so destroyed, stolen, or lost, upon receipt of evidence satisfactory to the said Company and to the Trustee of the destruction, theft or loss of such bond

and its coupons, and upon receipt also of indemnity satisfactory to each of them, and upon compliance with such reasonable terms and conditions as the said Company and the Trustee may prescribe including the payment of all expenses incurred for each new bond issued under this section. The substituted bond shall have the benefit of all the security and rights attached to the original bond for which it is substituted.

Section 7. Before certifying any bond the Trustee shall detach and cancel all matured coupons.

Section 8. The Company shall provide a sufficient register or registers for the registration of the principal of such of the bonds hereby secured as may be presented for that purpose, which said register or registers shall be kept at the principal office of the Trustee in the City of New York, the Company hereby constituting the Trustee its Registrar and Transfer Agent for the purpose of registering and transferring the principal of the bonds secured hereby.

Upon its presentation for such purpose at the place where such register or registers are kept, any bond issued hereunder may be registered, as to principal only, by the Trustee, and a record thereof made in such register or registers, and such registration shall be noted on the bond so registered.

Thereafter, the person in whose name the same shall be registered shall, for all purposes of this indenture, be deemed and be regarded as the owner thereof, and thereafter payment of or on account of the principal of any such bond so registered shall be made only to or upon the order of such registered holder upon presentation and surrender of such bond. All such payments so made shall be valid and effectual to satisfy and discharge the liability upon any such bond so registered to the extent of the sum or sums so paid. Registration of any bond shall not, however, restrain the negotiability of any coupon thereto belonging, but any such coupon shall continue to pass by delivery and shall remain payable to bearer.

Upon presentation for transfer of any such registered bond at the said place where said register or registers are kept, bearing a written power to transfer the same, executed by such registered holder in a form approved by the Company and by the Trustee, and with signature guaranteed to the satisfaction of the Trustee, such bond shall be

transferred upon such register or registers. The registered holder of any such registered bond shall also have the right to cause the same to be registered payable to bearer, in which case transferability by delivery shall be restored, and thereafter the principal of such bond shall be payable to any person presenting the same, but any such bond registered as payable to bearer, may, in the same manner, be registered again in the name of the then holder with the same effect as the first registration thereof. Successive registrations and transfers as aforesaid may be made from time to time as desired, and each registration shall be noted upon the bond by the Trustee and a record thereof kept in the said register or registers as aforesaid.

ARTICLE II.

Issuance of Additional Bonds

Section 1. The Nine Hundred Thousand (\$900,000) Dollars additional bonds secured by this Mortgage shall be certified and delivered by the Trustee and issued by the Company from time to time only as in this Article II provided.

Section 2. (1) The remaining Nine Hundred Thousand Dollars (\$900,000) face value of said bonds which shall not have matured prior to the date of application for the certification and delivery thereof, shall hereafter be certified by the Trustee when and as required from time to time to pay for the construction or acquisition of additional property, real or personal, which in the judgment of the Board of Directors of the Company shall be useful or necessary to conduct, maintain or extend the Company's business, or for permanent extensions, improvements and betterments of and to the property now owned or hereafter acquired by the Company and subject to the lien of this mortgage as a first lien.

(2) No bonds shall be certified and delivered under the provisions of this section 2 to an amount exceeding in face value seventy per centum (70%) of the cash cost or fair value, whichever is the lesser, of any such construction or acquisition, or permanent extensions, improvements or betterments. The Company shall not include as the basis of the issue of any of said Nine Hundred Thousand Dollars (\$900,000) face value of bonds, any expenditures which under the ordinary practice of lime and limestone com-

panies, are properly chargeable to operating expense, or maintenance or repair account, or income account as distinguished from capital account; nor shall the Company include as the basis for the issue of any bonds hereunder, any renewals or replacements, except to the extent to which the cost thereof exceeds the replacement value of the things renewed or replaced.

Section 3. Before certifying and delivering any of said Nine Hundred Thousand Dollars (\$900,000) face value of bonds reserved under Section 2 of this Article II, there shall be delivered to the Trustee:

(1) A copy of a resolution of the Board of Directors of the Company, certified by its Secretary, calling for the certification and delivery of such bonds, and stating generally the purpose or purposes to which said bonds, or their proceeds, are to be applied; and that such issue of bonds is requested under the provisions of Section 2 of this Article II. Said resolution shall define the series of the bonds and shall set forth the interest rate to be borne by the bonds thereof, the date of such bonds and the denominations thereof.

(2) A sworn statement of the President or a Vice-President of the Company:

(a) Setting forth the items of the property constructed or acquired, or of the permanent extensions, betterments or improvements made, and the cost and the fair value of such items respectively, and stating that said cost is not in excess of the fair value thereof.

(b) Stating that said bonds, or the proceeds thereof, are to be used to reimburse the Company for disbursements made for such purposes, or one or more of them, or to enable it to satisfy obligations incurred therefor.

(c) Stating that the face value of said bonds is not in excess of Seventy per cent. (70%) of the cash cost or fair value, whichever is the lesser, of such constructions, acquisitions, extensions, betterments or improvements.

(d) Stating that no part of such certified expenditures or obligations has been included in any previous sworn statement furnished hereunder, or has been reimbursed or paid out of the proceeds of any bonds issued by the Company under any provisions of this mortgage, or has been reimbursed or paid out of the proceeds of insurance on any property covered by the lien of this mortgage, or out of the proceeds of sales of property released from the lien hereof, or out of moneys received for the condemnation of property

covered by the lien hereof, and that no part of the items of expenditure in such statement has been or should be included in the operating, maintenance or repair expense incurred by the Company, or income account as distinguished from capital account, or has been so reported in any report theretofore issued by the Company, and that no part of such items represents renewals or replacements except to the extent, if any, to which the cost thereof exceeds the replacement value of the things renewed or replaced.

(3) A certificate signed by an engineer selected by the Company and not objected to by the Trustee, who may be in the employ of the Company, stating that he has examined the property constructed or acquired, or the permanent extensions, betterments and improvements specified in said sworn statement, and has considered the same in relation to the business of the Company, and that in his judgment the fair value of said property constructed or acquired or permanent extensions, betterments or improvements made is a certain amount stated, and that said amount does not include, in his opinion, any items of operating, maintenance or repair expense.

(4) An opinion signed by counsel, not objected to by the Trustee, who may be counsel for the Company, stating that the Company has good title to the property constructed or acquired, or permanent extensions, betterments or improvements made, and that this mortgage or a supplemental mortgage executed for the purpose, is a valid first lien thereon, and also specifying all existing easements, restrictions or reservations, and stating that in his judgment such easements, restrictions or reservations will not seriously detract from the value to the Company of such constructions, acquisitions, or permanent extensions, betterments or improvements.

(5) Bonds shall not be certified under this Article II unless the total of the net earnings of the Company for the three previous fiscal years have averaged at least twice the interest charges on all bonds outstanding hereunder and those proposed to be issued. The net earnings of the Company within the meaning of the foregoing provision shall be the earnings remaining after payment of all operating costs, maintenance and taxes, but before the deduction of depletion and depreciation. If the property proposed to be acquired is a then income producing property the net income from said property during said period shall be included in computing said net earnings; also if the Company within

said period of three years has acquired income producing property so as to subject the same to this mortgage as a lien thereon, the net earnings of said property shall likewise be included in said calculation even though the property may not have been owned and operated by the Company during said entire period. A statement of said net earnings so calculated and certified as correct by a Certified Public Accountant satisfactory to the Trustee shall be furnished to the Trustee prior to the certification of any such additional bonds.

The Trustee, in its discretion and at the expense of the Company, may make any further and proper inquiry or investigation as to cost and value, or as to any facts with regard to such constructions, acquisitions, extensions, betterments or improvements; and unless satisfied with the truth and accuracy of the information furnished on behalf of the Company, the Trustee shall not be obliged to certify and deliver said bonds; but the Trustee may rely upon the truth of all matters set forth in such resolution, sworn statement, certificates and opinion, and the same shall be sufficient warrant and protection to the Trustee for any action taken by it in accordance therewith.

ARTICLE III.

Sinking Fund and Redemption

Section 1. For the purpose of insuring the payment of interest upon said bonds and of giving additional security to the payment and for the retirement of the principal of the bonds secured hereby, the Company covenants that it will pay to the Trustee for the Sinking Fund, in gold coin of the standard provided for in the bonds secured hereby, the sums hereinafter set out, in the manner, at the respective dates and on the terms and conditions following, to wit:—

(1) At the time of the execution hereof, a sum equal to three-sixths of the interest that will be due on One Million One Hundred Thousand Dollars (\$1,100,000) of the bonds on October 1st, 1922, and thereafter, on the 25th day of each month, a sum equal to one-sixth of the interest that will be due on the outstanding bonds on the first of April or October next succeeding.

(2) On the first day of September, 1922, and on the first day of each month thereafter, the sum of Two thousand five hundred dollars (\$2500).

(3) On the first day of August, 1923, and on the first

day of August in each year thereafter, a sum equal to three cents (.03) per ton for each ton of stone mined or quarried by the Company during the year ending with the preceding June 30, less the sums paid during said year under (2) hereof.

In the event that any of the Nine hundred thousand dollars (\$900,000) of bonds not presently issued hereunder are hereafter issued then the said minimum monthly payments to the Sinking Fund under (2) hereof thereafter shall be increased proportionate to the total amount of bonds issued and then outstanding hereunder, including those held in the Sinking Fund, so that the entire amount of bonds issued and outstanding hereunder will be retired through the operations of the Sinking Fund at or prior to maturity.

In the event that any of the bonds secured hereby shall be retired by the Company under Section 5 of this Article, the subsequent minimum monthly payments to the Sinking Fund under (2) hereof, shall be reduced proportionate to the total amount of bonds so retired.

The amounts of any increase or reduction in the payments to the Sinking Fund shall be calculated by a certified public accountant selected by the Company with the approval of the Trustee, and the Trustee shall be fully protected in relying upon such calculation. The Company covenants that it will promptly select such certified public accountant whenever the need of such a calculation arises.

(4) In the event that the net earnings of the Company applicable to dividends on the common stock of the Company in any fiscal year beginning with the fiscal year ending December 31, 1923, shall amount to One hundred thousand dollars (\$100,000) or more, then the Company shall pay to the Trustee for the Sinking Fund, in addition to all other payments required by this Section, a sum equal to ten per cent. of such net earnings within thirty days after the close of such fiscal year.

Within thirty days after the close of each fiscal year of the Company, the Company shall render to the Trustee a statement of its net earnings for the preceding fiscal year applicable to dividends on the common stock of the Company duly verified by a certified public accountant satisfactory to the Trustee, and also by a person therein stated to be the chief accounting officer of the Company.

Section 2. At the time of making said payments under Section 1 (3) hereof, the Company shall render to the Trus-

tee a detailed statement showing the amount of stone mined or quarried during the 12 months ending on the last day of June preceding the date fixed for such payment, which statement shall be verified by the affidavit of the persons stated in such affidavit to be the general manager and the chief accounting officer of the Company.

The Company shall at all times keep full, accurate and detailed plans and mining maps, showing accurately the operations of the Company and the amount of stone mined or quarried from its properties. The Trustee may by its agent or agents, thereunto authorized by it, inspect and examine at any time, and from time to time, the mines, property, books, papers and records of the Company, for the purpose of ascertaining the correctness of any of the statements furnished by the Company to the Trustee under the terms hereof, and full and free access shall be afforded by the Company to such agent or agents appointed by the Trustee for the purpose aforesaid. The Trustee, however, shall not be under any obligation to make any such examination, except upon the written request of the holders of at least twenty per centum of the bonds then outstanding, and upon being indemnified to its satisfaction against the expenses of such inspection and examination. The Company, however, will pay all reasonable expenses incurred by the Trustee in making such examinations as by the Trustee may be deemed necessary, and the expenses of any other examinations shall be paid by the bondholders requesting such examinations.

Section 3. The amounts so paid into the Sinking Fund and received by the Trustee shall be applied by it as follows:

(a) Out of the moneys received under Section 1 (1), hereof to pay the interest due at the several interest dates on the outstanding bonds hereby secured upon presentation of the proper coupons appertaining thereto.

(b) On and after the tenth day of February and before the first day of March, 1923, and on and after the tenth day of August and before the first day of September, 1923, and semi-annually thereafter, the Trustee shall give notice by publication once a week for two successive weeks in at least one daily newspaper published in each of the following places, to wit: Altoona, and Philadelphia, Pennsylvania, and New York, New York, inviting tenders or proposals for bonds to be surrendered for redemption out of the Sinking Fund on or before the first day of April, or October thereafter. Said bonds shall be purchased and re-

deemed at a price not exceeding $107\frac{1}{2}\%$ on or before April 1, 1927, and thereafter at a premium of $\frac{1}{2}$ of one per cent. less than the said price of $107\frac{1}{2}\%$ for each succeeding twelve months after April 1, 1927. Thereupon, the Trustee shall redeem out of the moneys in the Sinking Fund any of such bonds so tendered upon the best and most advantageous terms at which the same may be obtained, and as between bonds tendered on the same terms those to be redeemed shall be determined by lot. If by the third day of March or September of any year the amount of bonds so tendered is insufficient to exhaust the funds in said Sinking Fund and leaves a sum in excess of One thousand dollars (\$1,000) in said Sinking Fund then the Trustee shall draw by lot from the bonds secured hereby then outstanding, for redemption upon the first of April or October following, at the premiums for the respective periods as hereinbefore provided, such number of bonds issued hereunder and then outstanding as will, together with the bonds if any already tendered, reduce the moneys then in said Sinking Fund under Section 1 (2) (3) (4) hereof to under One thousand dollars (\$1,000).

Section 4. Promptly after said drawing and prior to the first day of the succeeding April or October, as the case may be, the Trustee shall give notice by publication once a week for three successive weeks in at least one daily newspaper of general circulation published in each of the following places, to wit, the City of Altoona and the City of Philadelphia in the State of Pennsylvania, and the City of New York in the State of New York, specifying the distinctive numbers and series of the bonds so called for redemption with the redemption price and that said bonds will be due on the day specified and payable at the office of the Trustee. Such notice calling the bonds for redemption shall state that the bonds are to be purchased and redeemed out of the moneys in the Sinking Fund. No bonds purchased for the Sinking Fund as hereinbefore provided shall be cancelled, but they shall be held by the Trustee stamped "Not negotiable; property of the Sinking Fund", and all interest accruing thereon shall be collected by said Trustee and applied as other Sinking Fund moneys paid under Section 1 (2) (3) and (4) hereof are applied. All costs, charges and expenses incurred by the said Trustee with reference to the Sinking Fund shall be paid by the Company; but in case such payment be not made on demand the sum may be in the first instance paid by said Trustee out of moneys in the Sinking Fund.

Said bonds being redeemable hereunder on an interest

date and the coupons payable on such date being payable irrespective of the production of the bonds, the redemption price as advertised shall not include interest.

The Company shall have the right to purchase bonds hereby secured in the open market and offer the same to the Trustee for purchase for the Sinking Fund in competition with the other holders of such bonds.

Section 5. All or any of the bonds hereby secured may, at the election of the Company be redeemed at any time on or before April 1, 1927, by payment of one hundred and seven and one-half per centum of the par value thereof, plus accrued interest and thereafter at a premium of one-half ($\frac{1}{2}$) of one (1) per centum less than said premium of seven and one-half ($7\frac{1}{2}$) per centum for each succeeding twelve months after April 1, 1927 plus accrued interest to date of redemption. Whenever the Company desires to redeem bonds it shall give notice thereof in writing to the Trustee at least sixty (60) days before such redemption date, and shall then deposit with or satisfactorily secure to the Trustee in cash the amount necessary to redeem the number of bonds desired to be retired plus accrued interest. The Trustee shall thereupon draw by lot from the bonds secured hereby then outstanding (excluding bonds in the Sinking Fund), the specified number of bonds (unless all are to be redeemed) and give notice by publication, once a week for four successive weeks in one daily newspaper published in each of the following cities: Altoona and Philadelphia, Pennsylvania, and New York, New York, specifying the distinctive numbers of bonds so drawn for redemption, (unless all are to be redeemed) and that upon the date designated in such notice the bonds therein specified will be due and payable at the respective premiums hereinbefore provided, as the case may be, and that on the date specified interest will cease to accrue.

Section 6. In the event that any bonds called for redemption in the manner hereinbefore provided in Sections 4 or 5 hereof should not be presented to the Trustee for redemption on the date specified by the published notice, the Trustee shall retain as a special fund (upon which the Trustee shall be obliged to pay interest only at the current rate at the time allowed by it upon similar deposits) for that purpose, the amounts deposited or left with it on account of principal and interest as aforesaid, as the case may be, for the redemption of such of the bonds described in the said notice as have not been presented for payment

as aforesaid, and all interest on such bonds, together with all liability by the Company to the holders thereof on account of the principal and interest thereof, shall thereupon cease, determine and be completely discharged from and after the date so fixed for redemption, and the holders thereof shall thereafter be restricted absolutely to said fund for any claim of whatsoever nature on their part under this indenture or on said bonds or any coupons appertaining thereto. All bonds redeemed as provided in Section 5 of this Article, shall be cancelled by the Trustee and a certificate of such cancellation given to the Company and no such bonds shall be reissued. It shall be the duty of the Trustee, in the event that all of the outstanding bonds shall have been purchased or called as aforesaid and the requisite deposit of cash made with the Trustee, so soon as may be after the date designated in such call, to pay over to the Company any other balance of cash pledged hereunder, and to satisfy this mortgage as provided in Article X hereof.

ARTICLE IV.

Particular Covenants of the Company

Section 1. The Company covenants to and with the Trustee duly and punctually to pay or cause to be paid to every holder of any bond secured hereunder, the principal and interest accruing thereon, at the date and place and in the manner mentioned in such respective bonds or in the coupons belonging thereto, according to the true intent and meaning thereof, such payment to be made without deduction from either the principal or interest for or on account of the four mill Pennsylvania personal property tax and also of the normal Federal Income Tax to an amount not to exceed two per cent. deductible at the source, which the Company or the Trustee may be required or permitted to pay thereon or to retain therefrom under or by reason of any present or future laws of the United States or of the State of Pennsylvania, the Company hereby agreeing to pay such tax or taxes, in so far as it may lawfully do so. If the Company or the Trustee are not required or permitted to pay or retain such tax or taxes, the Company shall reimburse to the holder, or if registered, to the registered owner thereof, any and all taxes (other than succession or inheritance taxes) which may be imposed upon said bonds or upon such holder or registered owner by reason of his ownership thereof, under any pres-

ent or future law of the State of Pennsylvania, or of any county, municipality or taxing authority in said State, but not in excess of four mills per annum on each dollar of the face amount of said bonds.

The interest on the coupon bonds shall be payable only upon presentation and surrender of the several coupons for such interest as they severally mature. The principal of the bonds shall be payable only on presentation and surrender thereof.

The interest coupons appertaining to any bond which may have been drawn for redemption under the provisions of Article III hereof, falling due not later than the date for which such bond may have been called for redemption, shall be paid irrespective of the production of such called bond; but, except in the hands of the Trustee for the Sinking Fund, no interest coupon on any bond so drawn for redemption, falling due subsequent to such call date, shall be paid after the bond to which such coupon shall appertain shall be so drawn.

Section 2. Request for reimbursement of any tax agreed to be refunded hereunder shall be made upon forms obtainable from the Company stating the numbers of said bonds and setting forth the fact of ownership at the date when such tax was assessed and that such tax was assessed upon and paid by said holder as a resident of the State of Pennsylvania, owning said bond. Such request shall be made to the Company in writing within the period of sixty (60) days from the date of each and every payment of such tax by said holder, and the Company shall not be liable to reimburse said holder for any tax unless such request be made within such period, and it shall in no event be liable to reimburse said holder for any interest or penalty assessed upon or paid in addition to the amount of said tax as originally assessed.

Section 3. The Company covenants to pay or satisfactorily to provide for, all expenses, including counsel fees, reasonably incurred or disbursed or advances reasonably made or procured by the Trustee hereunder, and reasonable compensation for all services rendered by it in the execution of the trusts hereby created. The Trustee shall have a lien under this indenture preferential to the bonds hereby secured, upon the properties mortgaged hereunder including any moneys held by the Trustee under any of the provisions hereof, to secure the payment of its said reasonable costs, charges, expenses, liabilities and compensation.

Section 4. The Company covenants to pay or cause to be paid all taxes and assessments lawfully levied or assessed upon all the property, rights, franchises, improvements, equipment, materials and things hereby mortgaged or pledged or intended so to be, or upon any part thereof, when the same shall become lawfully due and payable, and further covenants that it will not suffer any mechanics', laborers', statutory or other similar liens to remain outstanding upon the property aforesaid or any part thereof, the lien whereof might or could be held to be prior to the lien of these presents, and that it will not suffer any other matter or thing whatsoever whereby the lien hereby created might be impaired, but the Company shall have the right to contest by legal proceedings any taxes, assessments or lien or liens, not hereby created, and pending such contests may delay and defer payment thereof.

The Company further covenants that this indenture is and always will be kept a first lien upon the premises and property described or mentioned in the granting clauses hereof, and upon renewals and replacements thereof, and will be kept a first lien on all other or after acquired property covered by the granting clauses hereof, subject only to the lien of any encumbrances or of deferred installments of the purchase price to which any such after acquired property may be subject as and when acquired, or purchase money mortgages thereon, which the Company may give therefor. Subject as aforesaid, the Company will not voluntarily create or suffer to be created any lien or charge which will be prior to the lien of this indenture upon the property hereby mortgaged or pledged, or any part thereof, or upon the income thereof.

It is recognized by the parties hereto that in large tracts of land of the character hereby presently conveyed to the Trustee title to which has been derived from various sources, defects of title may exist in respect to small parcels thereof without affecting materially the value of such properties, and the Company hereby covenants that if any such defects exist it will institute all such proceedings in law or in equity as may be advised by its counsel or by the Trustee, and duly prosecute the same and will diligently defend any such suits or proceedings which may be instituted by others involving the assertion of any adverse claims to the end that the said property may be freed from any such defects or adverse claims if possible.

Section 5. Whenever demanded by the Trustee, the

Company shall cause to be done, executed, acknowledged and delivered every such further acts, deeds, transfers and assurances for the better assuring, conveying and confirming unto the Trustee all and singular the property described in the granting clauses hereof, including any property which may hereafter be acquired by exchange for any part of the mortgaged premises or with the proceeds thereof or with any funds received on account of insurance thereon, as reasonably the Trustee shall require for better accomplishing the provisions and purposes of this indenture, and for securing payment of the principal and interest of the bonds intended to be secured hereby, every such deed, transfer or assurance being intended to be, and being supplemental to this indenture and not an original independent deed or transfer.

Section 6. The Company covenants and agrees that it will not, directly or indirectly, extend or assent to the extension of the time for payment of any coupon upon any of the bonds secured by this indenture, and that it will not, directly, or indirectly, be a party to or approve any arrangement therefor by purchasing or refunding said coupons in any other manner. In case the payment of any such coupon should be so extended by, or with the consent of, the Company, such coupon so extended shall not be entitled, in case of default hereunder, to the benefit or security of this indenture, except subject to the prior payment in full of the principal of all the bonds outstanding, and of all interest appertaining thereto, the payment of which has not been so extended; the intention of this indenture being to prevent any accumulation of unpaid coupons after maturity, unless the payment thereof is postponed as set forth above.

Section 7. The Company covenants, at all times so long as any of the bonds secured hereby are outstanding and unpaid, properly to maintain all the works owned by it as well as the property at any time subject to the lien hereof or intended so to be, repairing, renewing and replacing the same as may be necessary, and to preserve the franchises and rights relative thereto, and further to keep the buildings, machinery, fixtures and appliances, now or hereafter to become subject hereto, usually insured by such companies, insured for an adequate amount, in and by responsible companies, against loss or damage by fire, and to pay all premiums upon the said insurance policies. Said policies of insurance shall be taken in the

name of the Company and shall contain the usual mortgagee clause that all loss thereunder shall be payable to the Trustee, as its interest may appear, for the benefit of the several holders of said bonds.

The proceeds of any such insurance shall be paid direct to the Trustee, and shall be held by the Trustee as part of the trust estate hereunder; except moneys paid on any one loss in amount less than \$1,000 which may be retained by the Company and applied in the replacement, repair or rebuilding of the damaged or destroyed property or otherwise for the benefit of the mortgaged premises; provided, however, in the event of property damaged, that upon the complete restoration by the Company of the damaged or destroyed property, the Trustee shall pay the Company, upon being requested in writing so to do, out of such proceeds, such part thereof as shall equal the actual cost of such restoration without affecting the lien of this mortgage for the full amount secured hereby before such damage or such payment took place and the written request of the Company signed by its President or Vice-President and by its Secretary or Treasurer shall be full and sufficient warrant to the Trustee for such payment. The Trustee shall not be liable for any action taken or suffered by it in good faith in reliance upon the truth of the statements set forth in any such request nor for the exercise of any discretion in determining the form thereof.

If no such request shall be made by the Company within three months from the date of the receipt by the Trustee of said moneys, then the same shall be added to the Sinking Fund for the redemption of the bonds secured hereby as provided in Article III, Section 3, hereof.

If the proceeds of all the policies of insurance upon property damaged or destroyed by fire which the advantageous prosecution of the business of the Company shall require to be repaired, replaced or reconstructed shall be insufficient for the proper repair, replacement or reconstruction thereof, any sum in addition to the proceeds of insurance required to be expended to effect such repair, replacement or reconstruction shall be paid by the Company.

In case at any time the insurance on the premises hereby mortgaged shall be deemed to be inadequate by the Trustee or by the holders of a majority of the bonds secured hereby, it shall be lawful for the Trustee to effect additional insurance and, on written request of the hold-

ers of the majority of the outstanding bonds hereby secured, the Trustee shall effect additional insurance on said premises to such amount as said bondholders may in said writing request, and the premiums paid in effecting the same shall be a lien on the mortgaged property and shall be forthwith due and payable by the Company with interest; but the Trustee shall not be under any obligation to effect such insurance unless it be supplied with funds sufficient for that purpose.

Annually, or oftener if required by the Trustee, the Company shall furnish the Trustee with a schedule of all insurance then in effect indicating such changes in insurance as may have taken place since the preceding schedule, together with a certificate from the Company signed by its President or Vice-President certifying to the correctness of the schedule and that the insurances thereon are adequate.

Section 8. The Company covenants to pay all the expenses of lithographing the bonds secured hereby, and of printing these presents and of the execution of such instruments as may be required hereby, and further to pay for its own account, such lawful disbursements as may be incurred in the execution and recording of this indenture, and of any subsequent instruments required in the performance of the covenants and conditions hereof.

Section 9. The said Company covenants, until the final payment of the principal of the bonds secured hereby, to keep and maintain an office or agency on the mortgaged property where all notices, demands or legal process hereunder may be served, and shall notify the Trustee in writing of the precise location of said office or agency. If the Company shall fail to keep or maintain such an office or agency, or shall fail to so notify the Trustee of the location thereof, then the said notices, demands or legal process may be served on the Company at the office of the Trustee.

ARTICLE V.

Of the Premises Mortgaged

Section 1. The Company shall have the right from time to time to convey, free from the incumbrances and trusts hereof, any parcel or parcels of the real estate covered hereby, which, in the judgment of its Board of Directors, shall no longer be useful or necessary in the proper and judicious management of the properties hereby

mortgaged. Such sale shall be made only upon the authority of express resolutions of said Board of Directors, authorizing and directing such sale, certifying to the adequacy of the price, describing the property, and stating that such property is in the opinion of said Board no longer useful or necessary in the proper and judicious management of the property hereby mortgaged, and requesting the release of the same herefrom by the Trustee; all the facts set forth in such resolution being further verified by an affidavit by the President or Vice-President of the Company to the truth of the same; **provided, however**, that if the consideration to be received in any single sale, conveyance or assignment of any such real estate shall exceed the sum of Ten thousand dollars (\$10,000), or if the area of the property to be conveyed shall exceed one hundred (100) acres there shall be furnished to the Trustee, in addition to such resolution and affidavit a verified certificate from an engineer, satisfactory to the Trustee, that the consideration to be received for the real estate so sold is the full and fair value of such real estate at the time the same is to be sold, conveyed or assigned or intended so to be by the Company. Upon the filing of a copy of such resolutions certified under the corporate seal of the Company by its Secretary or Assistant Secretary, together with such affidavit, and such engineer's certificate where required as above provided, the Trustee shall release from the operation and lien hereof any of such property sold, and such copy of resolution, such affidavit, and such certificate where required, shall be the sole and sufficient authority to the Trustee for such release.

The proceeds of all property sold as aforesaid shall be receivable only by the Trustee, and said proceeds shall be applied at the election and upon the order or demand of the Company, as follows:

(a) To pay not to exceed seventy per cent. (70%) of the cost of the construction or acquisition of additional property or of the extension, improvement or betterment of property covered by the lien of this mortgage as a first lien, or to reimburse the Company for such cost, upon presentation by the Company of a resolution of its Board of Directors certified by its Secretary or an Assistant Secretary, requesting the payment to it of such proceeds and specifying the nature of the construction, acquisition, extension, improvement or betterment actually made, as above provided, and stating the actual cost and fair value

thereof, the amount of said proceeds so to be used therefor, so that the security of this mortgage shall not thereby be diminished, and also stating that no part of such cost has been reimbursed or paid out of the proceeds of any bonds issued by the Company under any provision of this mortgage, or has been reimbursed or paid out of the proceeds of insurance on any property covered by the lien of this mortgage or out of the proceeds of sale of any other property released from the lien hereof or out of moneys received for the condemnation of property covered by the lien hereof; or else

(b) If not applied in accordance with the foregoing sub-division (a), or if such application be not specifically designated within thirty days of the date of such release, such proceeds shall be added to the Sinking Fund for the redemption of bonds secured hereby as provided in Article III, Section 3 hereof.

Section 2. In case any part or parts of the property subject hereto or any interest therein shall be taken under any condemnation or eminent domain proceedings, the net proceeds realized therefrom shall be paid to the Trustee and disposed of and applied in the same manner as if realized from a voluntary sale and release of such property under the provisions of this Article.

Section 3. The Company shall have the further right to exchange any part of the mortgaged premises for a quantity of land of at least equal value not subject to lien or encumbrance in, on, or under any property adjoining or substantially adjacent to any of the mortgaged premises. Such exchange shall be made only upon the authority of express resolutions of the Board of Directors of the Company, authorizing and directing such exchange, describing the property exchanged and that to be received therefor and certifying that the property to be received is of at least equal value to the Company to that given in exchange, that it is not subject to lien or encumbrance, and that it is in, on or under any property adjoining or substantially adjacent to any of the mortgaged premises, and on the filing of a certificate to the same effect by an engineer satisfactory to the Trustee and an affidavit by the President or Vice-President of the Company to the truth of all the facts stated in said resolution. On receipt of a copy of such resolution, certified under the seal of the Company by the Secretary or Assistant Secretary, and of such certificate and affidavit, the Trustee shall release from the

lien hereof the property so to be given in exchange and such resolution, certificate and affidavit shall be the sole and sufficient authority to the Trustee for such release. On consummation of such exchange the Company shall forthwith convey or cause to be conveyed to the Trustee the property so received in exchange, to be held under this indenture with the same force and effect as security for the bonds hereunder, as if now included herein.

Section 4. The Trustee is hereby authorized to perform all acts necessary to carry out the provisions of this Article. The Trustee may accept the respective resolutions, affidavits or certificates above provided as conclusive evidence of the facts therein stated and as full authority to the Trustee in the premises. In favor of every grantee of the Company and of every person claiming any interest therein by, through or under either of them, every release of property from the lien of this indenture by the Trustee under the provisions hereof shall be valid, and no such purchaser or person need inquire as to the power or authority of the Trustee to give any such release or be under any obligation to see to the application of the purchase money.

Section 5. Nothing contained in this indenture or in any bond hereby secured, shall prevent the Company from entering into any lawful consolidation or merger with, or any lease to, any other corporation or corporations, or any conveyance or transfer (subject to the continuing lien of this indenture and to all the provisions thereof), of all the mortgaged estates, property and franchises as an entirety, to a corporation at that time existing under and by virtue of the laws of the United States or any State thereof, and lawfully entitled to acquire the said estate, property and franchises, **provided, however,** that such consolidation, merger, lease or sale shall not impair the lien and security of this indenture, or any of the rights or powers of the Trustee, or of the bondholders hereunder, and that, upon any such consolidation, merger, lease or sale, the due and punctual payment of the principal and interest of all said bonds according to their tenor, and the due and punctual performance and observance of all of the covenants and conditions of this indenture, shall be expressly assumed by any corporation formed by such consolidation or merger, or leasing or purchasing as aforesaid.

In case the Company shall be consolidated or merged as aforesaid with any other corporation, or shall lease, sell, convey and transfer, subject to this indenture, all the

mortgaged estates, property and franchises, as an entirety as aforesaid, every successor corporation formed by such consolidation or into which the Company shall have been merged, or which shall have purchased and received any lease, conveyance and transfer as aforesaid, upon executing and causing to be recorded an indenture to the Trustee, satisfactory to the Trustee, whereby such successor corporation shall assume the due and punctual payment of the principal and interest of the bonds hereby secured and the performance of all the covenants and conditions of this indenture, shall succeed to, and be substituted for the Company, with the same effect as if it had been named herein as party of the first part hereto, and, subject to all the terms, conditions and restrictions herein prescribed, the Trustee shall certify and deliver any of such bonds upon the order of such successor corporation; but the Company shall not be released from its continuing liability except with the consent in writing of the holders of all the then outstanding bonds hereby secured. All bonds so issued shall in all respects have the same legal rank and security as the bonds issued in accordance with the terms of this indenture, as though all of said bonds had been issued at the date of the execution hereof.

ARTICLE VI.

Remedies of Trustee and Bondholders

Section 1. No coupon belonging to any bond hereby secured, which in any way, at or after maturity, shall have been transferred or pledged separate and apart from the bond to which it relates, shall, unless accompanied by such bond, be entitled, on distribution of the proceeds of a sale of the mortgaged premises hereunder, to any benefit of or from this indenture, except after the prior payment in full of the principal of the bonds secured hereby, and of all coupons and interest obligations not so transferred or pledged.

Section 2. In case default shall be made in the payment of any interest on any of the said bonds, or of any sum payable to the Trustee for the Sinking Fund under the provisions of Article III, Section 1, hereof, and any such default shall have continued for a period of sixty days, then and in every case of such continuing default, the Trustee may, and upon the written request of the holders of a majority in amount of the bonds then outstanding

shall, by notice in writing delivered to the Company, declare the principal of all bonds then outstanding to be due and payable immediately, and upon any such declaration the same shall become and be immediately due and payable, anything in this indenture or in said bonds contained to the contrary notwithstanding. This provision, however, is subject to the condition that if, at any time after the principal of said bonds shall have been so declared due and payable, all arrears of interest upon all such bonds, with interest at the rate of seven per centum per annum on overdue installments of interest, the expenses of the Trustee and all other amounts in respect to which the Company shall then be in default under this indenture, other than the principal of the bonds, shall be paid by the Company before any sale of the property mortgaged or pledged hereunder shall have been made, then and in every such case, the holders of a majority in amount of the bonds then outstanding, by written notice to the Company, and to the Trustee, may waive such default and its consequences; but no such waiver shall extend to or affect any subsequent default or impair any right consequent thereon.

Section 3. In case (1) default shall be made in the due and punctual payment of any interest accruing upon any one or more of the bonds hereby secured, or intended so to be, according to the terms thereof, when the same shall become due, or in any sum payable to the Trustee for the Sinking Fund under the provisions of Article III, Section 1 hereof or (2) default shall be made in the due and punctual payment of the principal of one or more of the said bonds at maturity or if (3) default shall be made by the Company in the due observance or performance of any other covenant or condition herein required to be kept or performed by the Company, and such last mentioned default shall continue for a period of sixty days after written notice thereof to the Company from the Trustee or from the holders of twenty-five per centum (25%) in amount of the bonds secured hereby, then and in every such case the Company, upon demand of the Trustee, shall and will forthwith surrender to the Trustee actual possession of the hereby mortgaged premises, and the Trustee shall thereupon be entitled forthwith, with or without process of law, to enter into and upon, and take and assume possession of all and singular the property hereby mortgaged, or intended so to be, and each and every part thereof, with all records, books, papers and accounts of the Company relating thereto and to ex-

clude the Company and its agents and servants wholly therefrom, and shall have, hold and use the same, controlling, managing and operating by its superintendents, managers, receivers, servants, or other agents, or attorneys, the said property, with the appurtenances, and conducting the business and operation thereof, and exercising the franchises appertaining thereto and making from time to time, at the expense of the trust estate, all repairs and replacements, and such useful additions, alterations and improvements thereon and thereto as the said Trustee may deem best, and may collect and receive all income, rents, issues, profits, interest or dividends from the mortgaged premises or on account of any lease of the same or any part thereof, and after deducting the cost of all repairs, replacements, additions, alterations and improvements so made, and all payments made for taxes and assessments, and other proper charges upon said property or any part thereof, and as well just compensation for the services of the Trustee, its agents, clerks and attorneys, shall apply the remainder of the moneys so received by it as follows:

In case the principal of the bonds hereby secured shall not have become due, by declaration or otherwise, to the payment (a) of the interest in default in the order of the maturity of the installments of such interest, with interest thereon at the same rate as is borne by the respective bonds, such payments to be made ratably to the persons entitled thereto without discrimination or preference; (b) of any surplus remaining to the Company;

In case the principal of any of the bonds hereby secured shall have become due, by declaration or otherwise, to the payment (a) of the interest in default, with interest on the overdue installments thereof at the same rate as is borne by the respective bonds in the order of the maturity of the installments; (b) of the principal of any or all bonds hereby secured so due, in every instance such payments to be made ratably to the persons entitled to such payments without any discrimination or preference; and (c) of any surplus remaining to the Company.

Section 4. In case (1) default shall be made in the payment of any interest on any bond at any time issued under and secured by this indenture, or of any sum payable to the Trustee for the Sinking Fund under the provisions

of Article III, Section 1, hereof, and any such default shall continue for a period of sixty days, or (2) default shall be made in the due and punctual payment of the principal of any bond hereby secured, or in case (3) default shall be made in the due observance or performance of any other covenant or condition hereunder required to be kept or performed by the Company, and any such last mentioned default shall continue for a period of sixty days after written notice thereof from the Trustee or from the holders of twenty-five per centum (25%) in amount of the bonds hereby secured; then, and in each and every such case, the Trustee, in its discretion, personally or by attorney (a) may proceed to sell at public auction, in whole or in parcels, from time to time, as shall be deemed by it most advantageous, unto the highest bidder, all and singular the property real, personal and mixed, rights, rights of action, privileges and franchises hereby mortgaged or intended so to be, that shall then be subject to the lien, operation, and effect of this indenture, with the appurtenances thereof, and all benefit and equity of redemption of the Company, its successors or assigns, therein or (b) may proceed to protect and enforce its rights and the rights of bondholders under this indenture, by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee, being advised by counsel learned in the law, shall deem most expedient to protect and enforce any of its rights and duties hereunder.

Section 5. Upon the written request of the holders of twenty-five per centum (25%) in amount of the bonds hereby secured, in case of any such continuing default, it shall be the duty of the Trustee, upon being indemnified, as hereinafter provided, to take all steps needful for the protection and enforcement of its rights and the rights of the holders of the bonds hereby secured, and to exercise the power of sale herein conferred, or to take appropriate judicial proceedings by action, suit, or otherwise, as the Trustee, being advised by counsel learned in the law, shall deem most expedient in the interests of the holders of the bonds hereby secured; but anything in this indenture to the contrary notwithstanding, the holders of sixty per centum (60%) in amount of the bonds hereby secured and then outstanding from time to time, shall

have the right to direct and control the method and place of conducting any and all proceedings for any sale of the properties hereby mortgaged or pledged (including the designation of the parcels or lots in which the mortgaged or pledged properties shall be offered for sale), or for the appointment of a receiver or any other proceedings hereunder.

Section 6. The principal of the bonds secured hereby having become due at maturity, or as in this article provided, the Trustee may foreclose this indenture by bill in equity or forthwith sue out a writ or writs of scire facias upon this indenture with the same force and effect as though the whole amount of principal and interest secured hereby had been due for a year and a day, and proceed thereon to judgment, and after judgment, proceed to sell the mortgaged premises, or such parts thereof as may then be subject to this mortgage, for the recovery of said debt and all interest accrued and unpaid, without further stay, any law, usage or custom to the contrary notwithstanding.

Section 7. Notice of any sale pursuant to any provision of this indenture shall state the time and place when and where the same is to be made, and shall contain a brief general description of the property and securities to be sold and shall be sufficiently given if published once in each week for six successive weeks prior to such sale, in at least one newspaper of general circulation published in each of the following places: Altoona and Philadelphia, State of Pennsylvania, and New York, New York.

Section 8. The Trustee may from time to time adjourn any sale to be made by it under any provision of this indenture, by announcement at the time and place appointed for such sale, or for such adjourned sale or sales; and, without further notice or publication, it may make such sale at the time and place to which the same shall be so adjourned.

Section 9. In case of any sale of the properties or franchises hereby mortgaged or pledged, whether made under the powers herein given, or any of them, or under judicial authority, the purchaser may make payment of the amount of his bid, or any part thereof in excess of the cash required for the discharge of any liens prior to the lien of this mortgage, and for the payment of all costs, charges, fees and expenses, by receipting for

the moneys, to which, as holder of the bonds and coupons secured hereby, he may be entitled out of the proceeds of sale.

Section 10. Upon the completion of any sale or sales under this indenture, the Trustee shall have the right to convey, assign, transfer and deliver the properties sold to the accepted purchaser or purchasers, and the Trustee and its successors are hereby appointed the true and lawful attorney or attorneys, irrevocable, of the Company, in its name and stead, to make all necessary conveyances and transfers in pursuance of such sale or sales; and, for that purpose, it and they may execute all necessary acts of conveyance, assignment, and transfer, the Company hereby ratifying and confirming all that its said attorney or attorneys shall lawfully do by virtue hereof. The Company shall and will, if and when thereunto requested, execute and deliver such deeds and other instruments as may be required to confirm and assure such title and ownership in and to such purchaser or purchasers.

Any such sale or sales made under or by virtue of the powers conferred by this indenture, whether under the power of sale hereby granted and conferred, or under or by virtue of judicial proceedings, shall operate to divest all right, title, interest, claim and demand whatsoever, either at law or in equity, of the Company, in and to the properties sold, and shall be a perpetual bar both at law and in equity, against the Company, its successors and assigns, and against any and all persons claiming or to claim the properties sold, or any part thereof, from, through or under the Company, its successors or assigns.

Section 11. The receipt of the Trustee shall be a sufficient discharge to any purchaser of the properties or any part thereof, sold as aforesaid, for the purchase money, and no such purchaser or his representatives, grantees or assigns, after paying such purchase money and receiving such receipt, shall be bound to see to the application of the purchase money upon or for any trust or purpose of this indenture, or in any manner whatsoever be answerable for any loss, misapplication or non-application of any such purchase money, or any part thereof, or be bound to inquire as to the authorization, necessity, expediency or regularity of any such sales.

Section 12. The Company hereby irrevocably waives

all benefit of any present or future valuation, stay, extension or redemption laws, and hereby irrevocably waives all right to have the mortgaged properties, or any part thereof, marshalled upon any sale thereof, and consents that all of the properties mortgaged and pledged hereunder may be sold as a whole or in such parts as may be most advantageous to the holders of bonds secured hereby.

Section 13. In case of any such sale as aforesaid, the principal of all the bonds secured hereby, if not previously due, shall immediately thereupon become and be due and payable, anything in said bonds or in this indenture contained to the contrary notwithstanding.

Section 14. The purchase money, proceeds and avails of any such sale, together with any other sums which then may be held by the Trustee as part of the trust estate, shall be applied as follows:—

First.—To the payment of the costs and expenses of such sale, including reasonable compensation to the Trustee, its agents, attorneys and counsel, and of all expenses, liabilities and advances made or incurred by the Trustee in the execution of this trust, and to the payment of all taxes, assessments or liens on the property mortgaged or pledged hereunder, prior to the lien of these presents, except any taxes, assessments or other superior liens subject to which such sale may be made.

Second.—To the payment of the whole amount then owing or unpaid upon the said bonds for principal and interest, with interest at the same rate as is borne by the respective bonds on overdue installments of interest, and in case such proceeds shall be insufficient to pay in full the whole amount so due and unpaid upon the said bonds, then to the payment of such principal and interest, without preference or priority of principal over interest, or of interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and the accrued and unpaid interest, subject, however, to the provisions of Section 6 of Article IV hereof relating to the extension of time of payment of coupons and to the provisions of Section 1 of this Article relating to detached coupons.

Third.—To the payment of the surplus, if any, to the Company, its successors or assigns, or to whosoever may be lawfully entitled to receive the same.

Section 15. Upon the commencement of any proceed-

ings to enforce the rights of the Trustee or of the bondholders hereunder, the Trustee shall be entitled to the appointment, by any court of competent jurisdiction, of a receiver or receivers of the whole or any part of the property hereby mortgaged and pledged, and of the earnings, income, rents, issues and profits thereof, pending the result of such proceedings, with such power to such receiver or receivers, as the Court making any such appointment may confer.

Section 16. The foregoing powers of entry and of sale and remedies are cumulative to all other remedies, suits, actions and proceedings for the protection and security of the several owners of the bonds entitled to the security of and under this indenture; and the Trustee, in case of any default, as hereinbefore mentioned, or upon or after any other act done or omitted to the injury of the bondholders intended to be secured hereby, or which impairs or jeopardizes the security expressed and intended to be afforded by these presents, may, in its discretion, pursue any other remedy and institute any other suit, action or proceedings to effect the protection and security so hereby sought to be afforded.

Section 17. The Company covenants that (1) in case default shall be made at any time in the payment of any interest on any of said bonds, or of any sum payable to the Trustee for the Sinking Fund under the provisions of Article III, Section 1, hereof and such default shall have continued for a period of sixty days, or (2) in case default shall be made in the payment of the principal of any of such bonds, when the same shall become payable, whether at the maturity of said bonds, or by declaration as authorized by this indenture, as hereinbefore mentioned, then upon demand of the Trustee, the Company will pay to the Trustee for the benefit of the holders of the said bonds and coupons then outstanding, the whole amount due and payable on such bonds and coupons, for interest or principal, or both, as the case may be, with interest upon the over-due installments of interest at the same rate as is borne by the respective bonds; and in case the Company shall fail to pay the same forthwith upon such demand, the Trustee, in its own name and as Trustee of an express trust, shall be entitled to recover judgment for the whole amount so due and unpaid.

The Trustee shall be entitled to recover judgment as aforesaid, either before, or after, or during pendency of

any proceedings for the enforcement of any covenants hereunder and the right of the Trustee to recover such judgment shall not be affected by any sale, or by the exercise of any other right, power or remedy, for the enforcement of the provisions of this indenture; and in the case of a sale of the properties mortgaged or pledged hereunder and of the application of the proceeds of the sale to the payment of the debt hereby secured the Trustee, in its own name and as Trustee of an express trust, shall be entitled to enforce payment of, and to receive all amounts then remaining due and unpaid upon any and all of the said bonds then outstanding, for the benefit of the holders thereof, and shall be entitled to recover judgment for any portion of the debt hereby secured remaining unpaid, with interest. No recovery of any such judgment by the Trustee and no levy of any execution under any such judgment on or upon any other property, shall in any manner or to any extent, affect the lien of the Trustee upon the properties mortgaged or pledged hereunder or any part thereof, or any rights, powers or remedies of the Trustee hereunder or any rights, powers or remedies of the holders of the said bonds; but such lien, rights, powers and remedies shall continue unimpaired as before.

All moneys collected by the Trustee under this Section shall be applied by the Trustee, first, to the payment, at the option of the Trustee, of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses paid or incurred by and compensation due to the Trustee in the execution of this trust and then to the payment of the amounts then due and unpaid upon the said bonds and coupons, without any preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and accrued and unpaid interest, subject, however, to the provisions of Section 6 of Article IV, relating to the extension of the time of payment of coupons, and to the provisions of Section 1 of this Article, relating to detached coupons.

Section 18. No holder of any bond or coupon hereby secured shall have any right to institute any suit, action or proceeding in equity or at law for the foreclosure of this indenture or for the execution of any trust herein, or for the appointment of a receiver, (or for the recovery of judgment on any such bond or coupon) or for any other remedy

hereunder, unless the holders of twenty-five per centum (25%) in amount of the bonds hereby secured, then outstanding, previously shall have given to the Trustee written notice of such default and of the continuance thereof, and shall have made written request upon the Trustee, and shall have afforded to it reasonable opportunity either to proceed to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; nor unless also, they shall have furnished the Trustee security and indemnity satisfactory to it against the costs, expenses and liabilities to be incurred therein or thereby; and such notification, request and offer of indemnity are hereby declared, in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of this indenture and to any action or cause of action for foreclosure or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of bonds and coupons shall have any right in any manner whatever to affect, disturb or prejudice the lien of this indenture, by his or their action, or to enforce any right hereunder or by virtue of the ownership of any of the bonds or coupons issued in pursuance hereof, except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided, and for the equal benefit of all holders of such outstanding bonds and coupons; it being further the intention and agreement of the parties hereto, as well for the better protection of the owners of the bonds hereby secured against changes of the law in respect to the remedies for the collection of debts, and for securing the largest possible price for the premises and property hereby mortgaged or pledged, or intended so to be, that the remedies and the mode or modes of sale hereinbefore provided, in the exercise of the powers hereinbefore conferred upon the Trustee, or any of them, shall, until refusal of the Trustee, or failure by it to act after notice, request and offer of indemnity to it as above provided, be exclusive of all others.

Section 19. No delay or omission of the Trustee, or of any holder of bonds hereby secured, to exercise any right or power accruing upon any default, continuing as aforesaid, shall impair any such right or power, or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given hereby to the Trustee, or to the bondholders, may be exercised from time

to time, and as often as may be deemed expedient, by the Trustee or by the bondholders.

ARTICLE VII

Bondholders Acts, Holdings and Apparent Authority.

Section 1. Any request, direction, resolution or other instrument required by this Indenture to be signed and executed by bondholders, may be in any number of concurrent writings of similar tenor, and may be signed or executed by such bondholders in person or by agent appointed in writing. Proof of the execution of any such request, direction, resolution or other instrument, or of the writing appointing any such agent, and of the ownership of bonds, which are not registered as hereinbefore provided, shall be sufficient for any purpose of this Indenture, and shall be conclusive with regard to any action taken by Trustee under such request, if made in the following manner:

The fact and date of the execution, by any person, of any such writing, may be proved by the certificate of any officer in any jurisdiction, who, by the laws thereof, has power to take acknowledgments of deeds within said jurisdiction, that the person signing such writing, acknowledged before him the execution thereof, or by the affidavit of a subscribing witness to such execution.

The fact of the holding by any person of bonds issued hereunder and transferable by delivery, and the amount, series and serial numbers thereof, and the date of his holding of any such bonds, may be proved by a certificate executed by any trust company, bank, bankers, or other depositories (wherever situate), if such certificate shall be deemed by Trustee to be satisfactory, showing that at the date therein mentioned such person had on deposit with, or exhibited to, such trust company, bank, bankers, or other depository, the bonds described in such certificate. For all purposes of this Indenture and of any proceedings pursuant hereto for the enforcement hereof, such person shall be deemed to continue the holder of such bonds until the Trustee shall have received notice in writing to the contrary.

Section 2. The Company and Trustee may deem and treat the bearer of any bond hereby secured which shall not at the time be registered as hereinbefore authorized, and the bearer of any coupon for interest on any such bond, whether such bond shall be registered or not, as the absolute owner of such bond or coupon, as the case may be,

for the purpose of receiving payment thereof, and for all other purposes, and Company and Trustee shall not be affected by any notice to the contrary.

The Company and Trustee may deem and treat the person in whose name a bond shall be registered upon the books of the Company as hereinbefore provided, as the absolute owner of such bond, for the purpose of receiving payment of or on account of the principal and interest of such bond, and for all other purposes, except to receive payment of interest represented by outstanding coupons, and all such payments so made to any such registered holder, or to his legal representative or assigns, shall be valid and effectual to satisfy and discharge the liability upon such bond to the extent of the sum or sums so paid; but such registration may be changed as hereinbefore provided.

ARTICLE VIII

No Individual Liability

No recourse under or upon any obligation, covenant or agreement contained in this Indenture, or in any bond or coupon hereby secured, or because of the creation of any indebtedness hereby secured, shall be had against any incorporator, stockholder, officer or director of the Company, or of any successor corporation, either directly or through the Trustee, by the enforcement of any assessment or by any legal or equitable proceedings by virtue of any law or statute or otherwise, it being expressly agreed and understood that this mortgage and the obligations hereby secured are solely corporate obligations, and that no personal liability whatever shall attach to or be incurred by the incorporators, stockholders, officers or directors of the Company, or of any successor corporation, or any of them, because of the incurring of the indebtedness hereby authorized, or under or by reason of any of the obligations, covenants or agreements contained in this Indenture, or in any of the bonds or coupons hereby secured, or which may be implied therefrom; and it is agreed that this Mortgage and the bonds and coupons hereby secured are executed and accepted on condition that any and all personal liability and all rights of action and claims of whatsoever nature against every such incorporator, stockholder, officer or director, whether at common law or equity, or created by statute or constitution, or otherwise arising, are hereby expressly waived and forever released.

ARTICLE IX

Concerning the Trustee.

Section 1. Trustee accepts the trusts of this Indenture and agrees to execute them upon the terms and conditions hereof, including the following, to which the parties hereto and the holders of the said bonds agree:

Trustee shall be under no obligation to see to the recording, registry or filing of this Indenture or of any instrument given pursuant to this Indenture or to the re-recording, re-registry or re-filing thereof.

Trustee shall be entitled to reasonable compensation for all services rendered by it in the execution of the trusts hereby created, which compensation shall, until paid, be a prior lien upon the trust estate and each and every part thereof; and such compensation, as well as all reasonable expenses necessarily incurred and actually disbursed hereunder, Company agrees to pay.

Trustee shall not be responsible in any manner whatsoever for the recitals herein contained as to the acts or powers of Company or its stockholders or otherwise, all of which are made by Company solely.

Trustee shall not be responsible for or in respect of the validity or sufficiency of this Indenture, nor of the due execution hereof by Company, nor of the lien purporting or intended to be hereby created, nor for or in respect of the title or value of the trust estate.

Unless and until Trustee shall have received written notice to the contrary Trustee may, for all the purposes of this Indenture, assume that no default has been made in the payment of any of the said bonds or of the interest thereon, or in the observance or performance of any of the covenants contained in the said bonds or in this Indenture; that no receiver has been appointed of Company or of its property; that Company is not in default under this Indenture; and that none of the events hereinbefore denominated events of default has happened.

In any case where it shall be provided in this Indenture that Trustee may accept a certificate of Company or of any of the officers or resolutions of the board of directors of Company as sufficient evidence of any fact in respect of which Trustee shall be required or permitted to take or refrain from taking action, Trustee shall not be bound absolutely by such certificate or resolution but may in its discretion and at its option, and at the expense of Company, make an independent investigation into the truth or

accuracy of any statement contained in any such certificate or resolution, and in case it shall, after any such independent investigation, be satisfied that any such certificate or resolution or any statement contained therein is inaccurate, Trustee may, in its discretion, refuse to take or refrain from taking action predicated upon such fact. Nothing in this Section 1 contained shall, however, take from Trustee the absolute protection herein conferred upon it in case it shall accept without further investigation any such certificate or resolution as conclusive.

Trustee shall not be under any obligation to take any action toward the execution or enforcement of the trust hereby created which, in its opinion, will be likely to involve it in expense or liability, unless one or more of the holders of the said bonds shall, as often as required by Trustee, furnish security and indemnity satisfactory to it against such expense or liability; nor shall Trustee be required to take notice of any default hereunder or be deemed to have notice thereof unless notified in writing of such default by the holders of at least twenty-five per cent. in amount of the said bonds then outstanding; or to take any action in respect of any such default involving expense or liability unless requested by an instrument in writing signed by the holders of not less than twenty-five per cent. in amount of the said bonds then outstanding and unless tendered satisfactory security and indemnity as aforesaid, anything herein contained to the contrary notwithstanding; but neither any such notice or request, nor any provision therefor, shall affect any discretion herein given to Trustee to determine whether or not Trustee shall take action in respect to such default, or to take action without such request.

Trustee may employ agents or attorneys in fact, and shall not be answerable for the default or misconduct of any agent or attorney appointed by it in pursuance hereof, if such agent or attorney shall have been selected with reasonable care; nor for anything whatever in connection with this trust, except its own wilful misconduct or gross negligence.

Trustee shall be reimbursed and indemnified against any liability or damage it may sustain or incur in the premises; and shall have a lien upon the trust estate under this Indenture preferentially to the said bonds for its compensation, expenses and proper disbursements hereunder and also for any such liability or damages.

Trustee may, at the expense of the Company, advise with legal counsel, and shall be fully protected in respect

of any action under this Indenture, taken or suffered in good faith by Trustee in accordance with the opinion of counsel.

Trustee shall not be personally liable for any debts contracted by it, or for any expenses of operating the business of Company, or for damages to persons or property, or for salaries or non-payment of salaries, during any period wherein Trustee shall be in possession of and be managing the mortgaged premises.

Trustee shall be protected in acting upon any resolution, vote, declaration, request, demand, order, notice, waiver, appointment, consent, certificate, affidavit, statement, bond or coupon, or upon any other paper or document believed by it to be genuine and to have been passed, signed, executed, acknowledged, verified or delivered by the proper party.

Whenever no other provision is made in this Indenture as to evidence upon which Trustee may act or refrain from acting, Trustee may accept as evidence of any fact a certificate signed in the name of Company by its President or one of its Vice-Presidents and by its Secretary or one of its Assistant Secretaries or by its Treasurer or one of its Assistant Treasurers or by its Auditor, and under its corporate seal.

Section 2. Trustee may resign, and be discharged from the trust created by this Indenture by giving to Company notice in writing of such resignation, specifying a date when such resignation shall take effect, which notice shall be published at least once, on a day not less than thirty days nor more than sixty days prior to the date so specified, in one daily newspaper of general circulation at that time published in the City of Philadelphia, State of Pennsylvania; in one daily newspaper of general circulation at that time published in the City of Altoona, State of Pennsylvania, and in one daily newspaper of general circulation at that time published in the Borough of Manhattan, in the City and State of New York. Such resignation shall take effect on the day specified in such notice, unless previously a successor Trustee shall be appointed as hereinafter provided, either by the bondholders or by Company, in which event such resignation shall take effect immediately upon the appointment of such successor trustee. Any trustee hereunder may be removed at any time by an instrument in writing filed with the trustee for the time being under this Indenture and executed by the holders of two-thirds in amount of the said bonds then outstanding.

Section 3. In case, at any time, Trustee shall resign or

shall be removed or otherwise shall become incapable of acting, a successor may be appointed by the holders of a majority in amount of the said bonds then outstanding, by an instrument or concurrent instruments signed in duplicate by such bondholders or their attorneys in fact duly authorized, one original whereof shall be delivered to the Trustee thereby appointed and another original whereof shall be delivered to the retiring trustee, but until a new trustee shall be appointed by the bondholders as herein authorized, Company shall by proper instrument in writing, executed and delivered as aforesaid, under its corporate seal by order of its board of directors, appoint a trustee to fill such vacancy. Trustee, and every successor trustee shall be exempt from giving any bond or surety in respect of the execution of the trusts or powers herein contained, or otherwise in respect of the premises.

In like manner, in case at any time under the laws of any State in which Company now owns or may hereafter acquire property, which is or shall become subject to the lien hereof, it shall be or become necessary to appoint, for the purposes of this Indenture, an additional Trustee resident in such State, the holders of a majority in amount of the said bonds then outstanding, may by an instrument or concurrent instruments signed by such bondholders or by their attorneys in fact thereunto duly authorized, appoint such additional Trustee; and pending such appointment, Company shall make such appointment but subject to be superseded by a subsequent appointment by such bondholders. Upon the appointment of such additional Trustee, Company shall forthwith execute and deliver and cause to be properly recorded such an instrument or instruments in favor of such Trustee, as, being advised by counsel, it shall deem necessary or proper in order to subject to the lien of this Indenture the property situate in such State.

After any such appointment by Company, it shall cause notice of such appointment to be published once a week in each of four consecutive weeks in one daily newspaper of general circulation at that time published in the City of Philadelphia, in the State of Pennsylvania; in one daily newspaper of general circulation at that time published in the City of Altoona, State of Pennsylvania; and in one daily newspaper of general circulation at that time published in the Borough of Manhattan, in the City and State of New York; but any new trustee so appointed by Company shall immediately and without further act be superseded by a

trustee appointed in the manner above provided by the holders of a majority in amount of the said bonds then outstanding.

Section 4. Any successor trustee appointed hereunder shall execute, acknowledge and deliver to Company and to the retiring trustee an instrument accepting such appointment hereunder, and thereupon such successor trustee without any further act, deed or conveyance, shall be vested with the estate, authority, rights, powers, and duties herein provided in that behalf of the predecessor trustee, and be entitled to the immediate delivery by the predecessor trustee, of any part of the trust estate in the hands or under the control of such predecessor trustee, and all the estate, right, title and interest of such predecessor trustee in the trust estate shall wholly cease and determine; provided however, that the lien of such predecessor trustee, making such delivery of the trust estate, given by Section 1 of this Article IX for its compensation and expenses, liabilities or damages, shall continue unimpaired; but nevertheless Company, its and their successors and assigns, will in any and every such case execute upon request of such successor trustee, any such deeds, conveyances, or assurances as shall, in the judgment of such successor trustee, be desirable or necessary to enable the trustee so appointed to execute the trusts by this indenture created as fully and completely as if such appointed trustee had been originally trustee; and in every case of resignation by a trustee, or of removal of a trustee, trustee so resigning or removed shall, at the request of Company, its successors and assigns, or of trustee so appointed, make and execute such deeds, conveyances or assurances to its successors. All the conveyances hereinbefore provided for shall be at the cost of Company, its successors or assigns.

Section 5. Any Company into which Trustee or any successor to it in the trust created by this Indenture may be merged, or with which it or any such successor to it may be consolidated, or any company resulting from any merger or consolidation to which Trustee or any such successor to it shall be a party, shall be the successor trustee under this Indenture, without the execution or filing of any paper or any further act on the part of any parties hereto, anything herein contained to the contrary notwithstanding. In case any of the said bonds shall have been authenticated but not delivered any successor trustee may adopt the certificate of the predecessor trustee and deliver the same so authen-

ticated, and in case any of the said bonds shall have not been authenticated any successor trustee may authenticate them in its own name, and in all such cases such certificates shall have the full force which it has been any where in the said bonds or this Indenture provided that the certificates of Trustee shall have.

ARTICLE X

Possession until Default—Defeasance Clause.

Section 1. Until some default shall have been made in the due and punctual payment of the interest upon, or of the principal of, the said bonds at any time outstanding, or of some part of such interest or principal, or until some default shall have been made in the due and punctual performance and observance of some covenant or condition hereof obligatory upon Company, and such default shall have continued beyond the period of grace, if any, herein provided in respect thereof, Company, its successors, lessees and assigns, shall be suffered and permitted to retain actual possession of all the property subject to this Indenture, and to manage, operate and use the same and every part thereof, with the rights and franchises appertaining thereto, and to collect, receive, take, use and enjoy the tolls, earnings, income, rents, issues and profits thereof.

Section 2. If, when the said bonds shall have become due and payable, or shall have been called for redemption as herein provided, Company shall well and truly pay, or cause to be paid, the whole amount of the principal and interest due upon all of the said bonds and coupons then outstanding, or shall provide for the payment of such bonds and coupons by depositing with Trustee hereunder the entire amount due thereon for principal and interest, and if Company shall also pay or cause to be paid, all other sums payable hereunder by it, and shall well and truly keep and perform all the things herein to be kept and performed by it, according to the true intent and meaning of this Indenture, then and in that case, all property, rights and interests hereby conveyed or assigned or pledged, shall revert to Company, and the entire estate, right, title and interest of Trustee shall thereupon cease, determine and become void, and Trustee in such case, on demand of Company, and at its cost and expense, shall enter satisfaction of this Indenture upon the records and by

proper instruments in writing re-convey and re-transfer to Company the trust estate; otherwise the same shall be, continue and remain in full force and virtue.

ARTICLE XI.

Sundry Provisions

Section 1. All the covenants, stipulations, promises, undertakings and agreements herein contained by or on behalf of the Company shall bind its successors and assigns, whether so expressed or not. For every purpose of this Mortgage, including the execution, issue and use of any and all bonds hereby secured, the term "the Company" includes and means not only the party of the first part hereto, but also its successors and assigns.

Section 2. The headings of the Articles of this Mortgage are inserted for convenience of reference and are not to be taken to be part of this Mortgage or to control or affect the meaning, construction or effect of the same.

Section 3. The word "Trustee" means the Trustee for the time being, whether original or successor; the words "Trustee," "bond," "bondholder," shall include the plural as well as the singular number, unless otherwise expressly indicated. The word "bonds" refers to the bonds secured hereby and the word "coupons" refers to the interest coupons belonging thereto. The word "person," used with reference to a bondholder, shall include persons, associations, partnerships and corporations, owing any of said bonds. The word "amount" when used with reference to the bonds, means "principal amount" unless the context shall clearly indicate to the contrary.

Section 4. The Board of Directors of the Company has by resolution duly authorized Charles Warner, its President, for it and in its name and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority, by the laws of the State of Pennsylvania, to take such acknowledgment, to the intent that the same may be duly recorded.

Section 5. The Trustee has duly authorized S. M. Greer, a Vice-President, for it and in its name and as and for its corporate act and deed, to acknowledge this Indenture before any person having authority by the laws of the State of Pennsylvania, to take such acknowledgement, to the intent that the same may be duly recorded.

Section 6. This Indenture may be simultaneously executed in several counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

Section 7. This Mortgage is entered into under the laws of the State of New York and it and the bonds and coupons issued hereunder and the rights of the holders of said bonds and coupons shall be construed in accordance with such laws.

Said Bankers Trust Company does hereby certify that its precise residence or principal office and place of business is No. 16 Wall Street, in the Borough of Manhattan, City of New York, State of New York, and hereby accepts the trusts of this Indenture.

In Witness Whereof, the said parties hereto have caused their corporate seals to be affixed to triplicate originals hereof, attested by their respective Secretaries, or Assistant Secretaries, and these presents to be signed by their respective Presidents, or Vice-Presidents, this 12th day of July, 1922.

AMERICAN LIME AND STONE COMPANY,

Witness

By CHARLES WARNER,
President.

[A. L. & S. Co. Seal.]

Attest:

CHAS. C. BYE,
Secretary.

BANKERS TRUST COMPANY,

By S. M. GREER,
Vice-President.

Attest:

C. W. CAMPBELL,
Assistant Secretary.

[B. T. Co. Seal.]

State of New York, }
County of New York, } ss:

I hereby certify that on this 12th day of July in the year of our Lord One Thousand Nine Hundred and Twenty-two, before me, the subscriber, a Notary Public within and for said County and State, personally appeared Charles Warner, the attorney named in the foregoing Mortgage or Deed of Trust, and by virtue and in pursuance of the authority therein conferred upon him acknowledged the said Mortgage or Deed of Trust to be the act and deed of said **American Lime and Stone Company**.

Witness my hand and notarial seal the day and year aforesaid.

I am not a stockholder, director or official of the above named Company.

W. C. BETTS.

Notary Public, New York Co.
Clerk's No. 219, Register's No. 3396.

My commission expires March 30, 1923.

[Notary's Seal.]

State of New York, }
County of New York, } ss:

Personally before me came S. M. Greer a Vice-President of the **Bankers Trust Company**, and C. W. Campbell Assistant Secretary of the said Company, and each in due form of law did acknowledge the foregoing Acceptance of Trust to be the act and deed of the said **Bankers Trust Company**, and the act and deed of the said persons as Vice-President and Assistant Secretary thereof, and as such desired it might be recorded.

And the said C. W. Campbell being by me duly sworn, says that of his own personal knowledge S. M. Greer is a Vice-President of said Company, and that affiant is an Assistant Secretary thereof; that the seal set to said Acceptance of Trust was thereto set by the said Vice-President and is the common seal of said Company and that the names of the said S. M. Greer, and this affiant thereunto set in due attestation thereof, were each written in affiant's presence, and that each is in the respective handwriting of the said S. M. Greer and this affiant.

S. M. GREER,
C. W. CAMPBELL.

Sworn and subscribed before me this 12th day of July, A. D. 1922.

I am not a stockholder, director or official of the above named Company.

W. C. BETTS.
Notary Public, New York Co.
Clerk's No. 219, Register's No. 3396.

My commission expires March 30, 1923.

[Notary's Seal.]

State of Pennsylvania }
County of Centre } ss:

Recorded on the 15th day of July, A. D. 1922, in the Recorder's Office of said County, in Mortgage Book, Vol. 50, page 39. Given under my hand and seal of the said office the day and year aforesaid.

WM. C. BROWN,
Recorder.

[Recorder's Seal.]

State of Pennsylvania }
County of Blair } ss:

Recorded on the 13th day of July, A. D. 1922, in the Recorder's Office of said County, in Mortgage Book, Vol. 218, page 1. Given under my hand and seal of the said office the day and year aforesaid.

THOMAS G. PEOPLES,
Recorder.

[Recorder's Seal.]

State of Pennsylvania }
County of Huntingdon } ss:

Recorded on the 13th day of July, A. D. 1922, in the Recorder's Office of said County, in Mortgage Book, Vol. 29, page 481. Given under my hand and seal of the said office the day and year aforesaid.

WILBUR F. CORBIN,
Recorder.

[Recorder's Seal.]

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